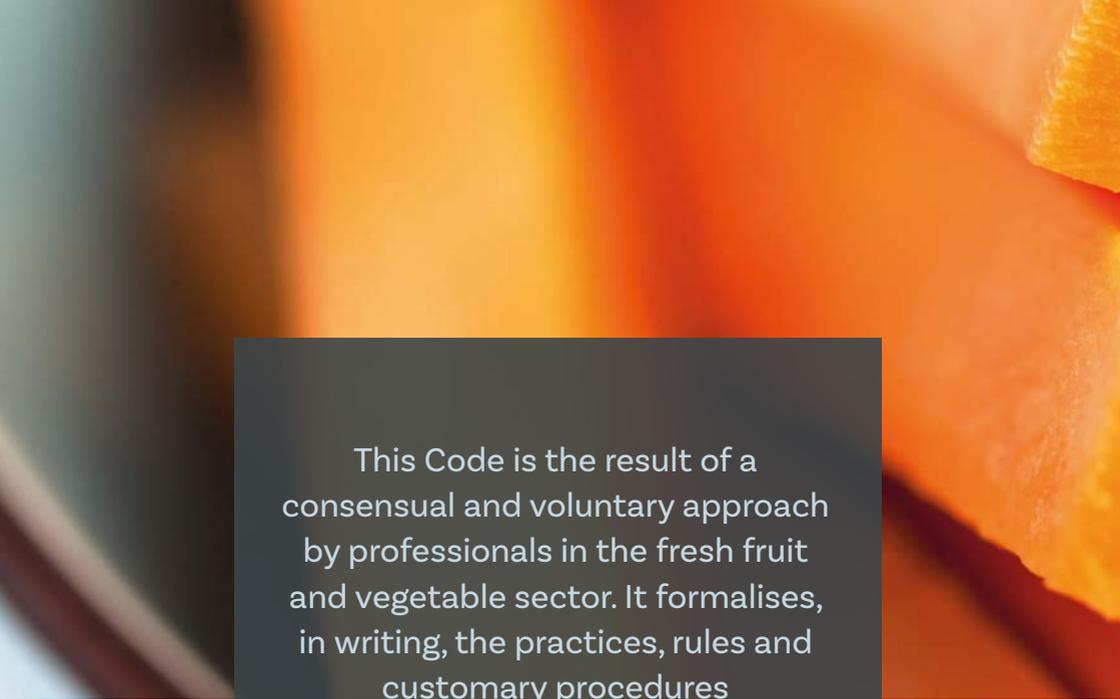


COFREUROP

Code of Practice
for the fruit
and vegetable trade



This Code is the result of a consensual and voluntary approach by professionals in the fresh fruit and vegetable sector. It formalises, in writing, the practices, rules and customary procedures

of the professions concerned.

It applies only in the absence of contractual clauses specifically agreed between the parties and in compliance with applicable legislation.

This Code of Practice has been translated into several languages. In the event of any discrepancy between the different versions, the French version shall prevail.



Table of Contents

1. Scope	04
2. Contracts	06
3. Goods	10
4. Loading, dispatch, delivery	14
5. Acceptance, performance	18
6. Defects in the goods	20
7. Payment	28
8. Arbitration clause	30
Glossary	32
Appendices	34

A close-up photograph of several fresh green asparagus spears. The spears are vibrant green and have a slightly textured, segmented appearance. They are arranged vertically, with some in the foreground and others slightly blurred in the background, creating a sense of depth. A dark grey rectangular box is overlaid in the center of the image, containing the text '1 SCOPE'.

1 SCOPE

1.1.

The following conditions, known as COFREUROP, apply to national and international trade in fresh fruit and vegetables.

1.2.

The code word «COFREUROP» means that the following rules apply to contracts concluded under this reference. These rules are well known to professionals in the fresh fruit and vegetable sector.

1.3.

These conditions constitute the trade practices applicable between professionals in the fresh fruit and vegetable sector.

1.4.

This version of the Code applies to contracts concluded after 1 June 2024.

1.5.

In the event of any conflict between the COFREUROP and any other stipulation freely negotiated between the parties, the latter shall prevail.

1.2.

This Code has been drawn up by:

- ANEEFEL
- C.S.I.F.
- FELCOOP
- FRESHFEL EUROPE
- DEUTSCHER FRUTHANDELSVERBAND
- FRUITIMPRESE
- INTERFEL



2 CONTRACTS

2.1. Contract of sale¹

2.1.1.

A contract of sale does not require any particular form. Nevertheless, it is advisable for it to be confirmed in writing as soon as possible before the contract is performed, for example by any means (e-mail, letter, fax, etc.). The terms of the confirmation constitute acceptance unless an immediate objection is explicitly made.

2.1.2.

Any conditions to the contrary mentioned subsequently and unilaterally in documents, such as invoices or delivery notes, are without effect.

2.1.3.

If no agreement on the country of destination of the goods has been concluded between the parties, the country in which the buyer has its registered office, or its principal or secondary place of business, will be considered as the country of destination.

2.2. Commission-based sales

2.2.1.

A sale on commission occurs when the transaction is carried out on the order of the principal* on its behalf and at its own risk. The commission agent* acts as *del credere**.

2.2.2.

If the parties agree to a guaranteed minimum price, their agreement will continue to be governed by the conditions applicable to commission sales.

2.2.3.

The commission agent must act with diligence and take particular account of the perishability of the goods covered by the contract.

2.2.4.

Unless otherwise agreed, the commission agent must report punctually to his principal, preferably in writing, on the results obtained and provide it as soon as possible with an accurate and detailed account of the sales made.

1 - A «contract of sale» in this case refers to a transaction involving fruit and vegetables - * See glossary at the end of the Code

2.2.5.

The principal, at its own expense, shall have the right to inspect the commission agent's sales statements, as follows: the principal may appoint an expert to inspect the commission agent's sales statements. This can only be a third party who is independent of the parties and bound by professional secrecy, such as a chartered accountant. Unless the parties agree otherwise, this expert is not authorised to reveal to the principal the names of the commission agent's clients.

2.2.6.

If this has been expressly agreed, the principal may ask its commission agent for details of the progress of sales.

2.2.7.

In the case of advance payments or deposits, excluding duly justified costs relating to distribution or marketing operations, the principal guarantees the commission agent reimbursement of these advances if the sale does not go ahead. By way of guarantee, the commission agent may dispose of the goods within the limits of the advances granted.

2.3. Sale price on arrival

2.3.1.

In the case of an «arrival price» transaction, the general terms and conditions of the contract are agreed, with the exception of the price clause, which is merely a price proposal. As soon as the goods are made available, the parties agree the price by telephone, e-mail or fax, taking into account the market trend and the quality of the product. The contract in question then becomes a «firm price» sale.

2.3.2.

If the seller immediately disputes the price, either the goods are returned or the provisions relating to commission sales apply.

2.4. Sale on a joint venture account* basis

2.4.1.

In the case of joint venture account sales, contractual liability is assessed as follows:

- The shipper will be responsible for the packaging, wrapping and dispatch of the goods.
- The consignee will be responsible for unloading, making the best sale and collecting the debt. The consignee acts as del credere.
- The sender of the goods shall inform the recipient of the price of the goods, the way they are to be packaged and the costs involved in shipping them.

2.4.2.

As soon as the sale has been completed, the consignee shall draw up a detailed sales invoice, in accordance with article 2.2.4, in which it shall state the amount of transport costs, customs costs, taxes and miscellaneous duties relating to the shipment, as well as any other costs that may have been agreed.

2.4.3.

Profits and losses are shared between the contracting parties in the proportions agreed in the contract. In the absence of an agreement, the proportion will be half for each of the parties.

2.4.4.

The parties undertake, at their own expense, to grant each other a right of control over the amount of costs incurred and prices charged. This right will be exercised by an independent third party bound by professional secrecy.

2.5. Sales packages

2.5.1.

Where this Code fails to specify, the rights and obligations of the parties shall be governed by the specific provisions agreed, in particular by specifying the version of Incoterms* chosen.



3 GOODS

3.1. Wrapping, marking and packaging

3.1.1.

The wrapping, markings and packaging must comply with the standards in force in the country of distribution of the goods, as previously indicated by the buyer to the seller. This also applies to transport packaging, outer packaging and retail packaging.

3.1.2.

Deliveries must be made in accordance with the contract, in non-returnable packaging, returnable packaging or in bulk.

3.1.3.

In the case of delivery in returnable packaging, the conditions agreed between the seller and the buyer shall apply. In the absence of any agreement to the contrary, the buyer must return the returnable packaging to the seller, at the latter's choice, at the place of delivery or dispatch of the goods or to the packaging manager.

3.1.4.

In the event of non-performance of the contract, and unless otherwise agreed, the returnable packaging supplied must be returned without delay, unless the parties expressly agree otherwise. The costs are borne by the party responsible for the non-performance of the contract. If packaging cannot be returned, it must be compensated for at cost price.

3.1.5.

Unless otherwise agreed, goods are invoiced according to industry practice, either by net weight, standard weight or by the number of fruit or vegetables per package. In the case of delivery using sales packaging, tolerances are permitted in accordance with the the provisions of the following article.

3.1.6.

Unless otherwise agreed, the seller is entitled to deliver 3% more or less of the agreed quantity of goods. This provision does not apply to goods subject to import or export authorisation, or subject to customs quotas, for which tolerances are authorised in accordance with the legal provisions in force in the country of destination or marketing region.

3.2. Condition of goods

3.2.1.

At the time of loading, as well as after appropriate transport, the goods which are the subject of the contract must, on arrival, present the contractually agreed qualities, or failing this, the characteristics defined by the regulations in force and, in the absence of regulations, those which conform to the industry's usual practices.

3.3. Legal and regulatory requirements

3.3.1.

The seller is obliged to deliver goods that comply with the standards in force and the agreed qualities, to the place of distribution indicated by the buyer. In particular, it must comply with health and plant health standards, legislation on foodstuffs, labelling, calibration and packaging, as well as Community or UNECE regulations applicable to the fruit and vegetable market. Otherwise, the Codex Alimentarius* applies.

3.3.2.

Unless otherwise agreed, the country of the buyer's registered office or principal place of business is deemed to be the country of destination.

3.4. Import/export documents

3.4.1.

The parties undertake, each insofar as it is concerned, to carry out all formalities and provide all documents necessary for the proper performance of the contract.

3.4.2.

In particular, the seller undertakes to provide all documents required for the export of the goods, in particular export licences and, where applicable, documents concerning the sanitary and phytosanitary status of the product. The seller must also provide the documents stipulated in the contract, particularly those relating to product certification. Conversely, the buyer undertakes to provide all the documents required for the import of the goods covered by the contract, within the deadlines agreed for the performance of the contract.

3.4.3.

Failure or delay on the part of one party in fulfilling a formality or providing a document necessary for the proper performance of the contract shall not entitle it to terminate the contract, but shall entitle the other party to terminate it and/or claim damages.



4 LOADING, DISPATCH, DELIVERY

4.1. Loading

4.1.1.

Loading and dispatch will be carried out in an appropriate manner, i.e. suitable for the type, quality or fragile or perishable nature of the goods.

4.1.2.

Unless otherwise agreed and without prejudice to the seller's liability to the buyer under the provisions of Section 3 of this Code, the seller shall be liable for damage resulting from improper loading, packaging or shipment. This provision does not apply to «ex works» (EXW) sales.

4.1.3.

On completion of loading, the seller must confirm to the buyer in writing (letter, e-mail, fax or other) that the goods have been dispatched and provide all the necessary or required compulsory documents.

4.2. Changes to transport costs

4.2.1.

The planned places of departure and arrival of the goods must be specified at the latest when the contract is concluded. The difference in transport costs resulting from a change in either of these locations will be borne by or to the benefit of the person requesting it.

4.2.2.

If the quantity delivered does not correspond to the quantity agreed between the parties, the seller will bear the difference in freight costs.

4.3. Checking the weight of the load

4.3.1.

Unless otherwise agreed, the net weight recorded on arrival will be the reference weight for the load. The net weight is obtained by deducting the tare from the gross weight and the weight of the empty means of transport.

4.3.2.

Where goods are packed in standard packaging, the weight of the goods on arrival must comply with the weight agreed between the parties. The weight of non-standard packaging will be determined in accordance with contractual provisions, either on departure or on arrival, by weighing on a calibrated scale.

4.3.3.

Unless otherwise agreed between the parties, the costs of weighing shall be borne by the seller, in the case of weighing on departure, and by the buyer, in the case of weighing on arrival.

4.3.4.

When the weight of the load is determined on arrival of the goods, the tolerances for wastage* must be taken into account, in accordance with Appendix 1, column 1 «normal», establishing the maximum tolerated rates.

4.4. Delivery deadlines

4.4.1.

A delivery agreed on a fixed date must be made on the date expressly provided for. This does not apply to consolidated deliveries. In the latter case, each recipient is obliged to unload the goods immediately, so as not to cause a delay in delivery for the other recipients.

4.4.2.

In the case of delivery «during a certain period», the seller is entitled to determine the delivery date within this period and the quantity of goods delivered for each shipment. In the case of delivery «on call», this right belongs to the buyer.

4.4.3.

If no delivery date has been agreed between the parties, delivery must be made as soon as possible.

4.4.4.

If delivery is not made within the agreed time, the purchaser is entitled to withdraw from the contract. It must notify the seller of its decision without delay. If the buyer is late in notifying its decision and delivery takes place, it may no longer refuse delivery solely on the grounds of delay. In all cases, late delivery entitles the buyer to damages. This does not apply to successive deliveries, unless otherwise agreed.

4.4.5.

The party who is unable to fulfil its obligations, or who risks not being able to do so due to force majeure meeting the criteria of unpredictability, irresistibility and external factors as defined by the courts, must immediately notify its co-contractor by telephone and confirm this immediately by e-mail or fax. Each party must make every effort to perform the contract, even partially. However, if the contract cannot be performed, even in part, under the agreed terms and conditions, either party may immediately terminate the contract without damages



5 ACCEPTANCE, PERFORMANCE

5.1. Acceptance obligation

5.1.1.

The buyer must take delivery of the goods as soon as they are made available. Failing this, the seller has the right to dispose of the goods, after notifying the buyer by e-mail or fax and giving the buyer formal notice to recover the goods. If the goods are in peril, the seller may dispose of them freely or sell them on behalf of the buyer, who will compensate the seller for the difference in price.

5.1.2.

If, during the performance of a staged contract, the product which is the subject of the contract is subject to a legal prohibition on import or export, or to an equivalent prohibitive measure, the contracting parties are released from their mutual obligations for the entire period during which the prohibition or equivalent measure applies, unless a replacement delivery is possible and the parties have agreed to this.

5.2. Refusal to perform

5.2.1.

In the event of a serious default by one of the parties amounting to a refusal to perform (for example a refusal to deliver or a default in payment), the other party may, ipso jure and without the need for formal notice, terminate the contract outright and/or claim damages for non-performance.

5.2.2.

Contracts, other than those with a fixed term, which one of the parties does not require to be performed within a period of fifteen days from the agreed delivery date, will be deemed to have been cancelled ipso jure on expiry of this period.



DEFECTS IN THE GOODS

6.1. Complaints

6.1.1.

Acceptance* allows the buyer to examine the goods for which it has placed an order, in order to determine whether or not they conform. In the case of goods that are likely to deteriorate rapidly, the buyer shall inspect the goods as soon as they arrive at the agreed destination.

6.1.2.

In the case of consolidated deliveries, the goods are approved at each destination. Border crossings or intermediate distribution warehouses are not considered places of destination.

6.1.3.

The damage surveyor* is a person appointed by the insurer to carry out, at destination or en route, the survey of losses and damage during transport. The buyer or its authorised representative must, in any event, examine the goods as soon as they are made available and report any transport defects, as well as any missing quantities, in writing on any document.

6.1.4.

When the damage justifies it, a damage surveyor must be appointed. The buyer must inform the seller or the seller's representative.

6.1.5.

All claims must be sent directly to the co-contractor or to a person (representative or broker) expressly recognised by the co-contractor. In the latter case, the intermediary must forward the complaint immediately to the appropriate party by e-mail or fax, without any delay prejudicing the claimant.

6.1.6.

Defects that can be detected before unloading by an appropriate inspection must be reported as soon as they are discovered.

6.1.7.

If, despite appropriate checks, defects only become apparent during unloading, they must be reported immediately and unloading suspended until the complaint has been notified.

6.1.8.

For consolidated deliveries, each batch is considered individually.

6.1.9.

In all cases, complaints must be made immediately by e-mail or fax.

6.1.10.

For goods in category I («highly perishable products») of the classification table for perishable products in appendix 2, the complaint must be made within a maximum of 6 hours of the goods being made available. For category II goods («perishable products»), this time limit is extended to 8 hours. Where a product is not referred to in Appendix 2, and unless otherwise expressly agreed between the parties, the 8-hour period shall apply.

6.1.11.

If the goods are made available at an inconvenient time, the period for lodging a complaint begins to run from the time when a quality control check of the goods can be carried out in accordance with industry best practice, as soon as the buyer has access to the goods.

6.1.12.

Defects which cannot be detected despite appropriate inspection, either before or during unloading, shall be deemed to be hidden defects and the preceding paragraphs shall not apply to them. All reasonable technical and economic measures must be taken to detect any hidden defects, which must be reported as soon as they are discovered. Examples: pesticide residue levels not in compliance, presence of quarantine organisms.

6.1.13.

Complaints can be made as follows:

- At the loading bay, by phone or in person.
- At the place of delivery or unloading, either by telephone, e-mail or fax.

6.1.14.

Any complaint made orally or by telephone must be confirmed immediately in writing (by registered post, e-mail, fax or other means).

6.1.15.

The claim must contain:

- The registration number of the means of transport.
- A detailed, detailed description of the defects found, to which photographs may be attached.
- Indication of all elements enabling proof to be provided of the identity of the goods delivered with those that are the subject of the complaint.

6.1.16.

For claims relating to weight, the provisions set out in articles 3.1.6 «Possible variation of 3%») and 4.3 «Ascertaining the weight of the load») shall apply.

6.1.17.

These provisions also apply to goods carried on pallets.

6.2. Procedure after a complaint

6.2.1.

If a delivery gives rise to a complaint in accordance with sub-section 6.1. and the parties do not immediately reach an amicable agreement, the purchaser must arrange for an expert appraisal to be carried out by an approved expert. If one of the parties so requests, samples of the goods will be taken for analysis by a specialised independent laboratory. The results of the analyses and the expert's report must be sent to all parties. The referral laboratory keeps a set of samples for any second opinion that may be required.

6.2.2.

The expert's report must comply with the following principles, which are also binding on the expert:

- The document attached as Appendix 3 to this Code must be used and duly completed. The information required on this form must be included.
- The seller or its representative must be informed immediately of the place and time at which the samples will be taken prior to the expert appraisal, which the parties must be able to attend. Each of the parties is entitled to be heard but may not be involved in the drafting of the report.
- In cases where an appraisal of the goods has been carried out on departure, and this is mentioned on any document, or communicated to the other party, the parties must submit it to the expert. If the expert is aware of an appraisal carried out at the outset, he or she is obliged to take it into account and mention it in his or her appraisal report. If the conclusions of two expert reports are contradictory, the second expert must, as far as possible, support his or her report by producing all the evidence and analyses.
- The expert may neither buy nor sell the goods he or she has appraised.
- The expert must investigate whether it is possible to eliminate the defects after sorting the appraised goods.
- The costs of the expert appraisal shall be borne by the seller if the claim is justified and by the buyer if it is not.

6.2.3.

If the claim is justified, the purchaser may demand, under the conditions set out below, either a reduction* in the price, or rescission* of the contract, or compensation (including the purchase of cover or replacement delivery) in compliance with national provisions¹.

¹ - Ex. France

6.2.4.

A reduction may only be required if the wastage tolerance rates shown in Appendix 1, Group I / «normal», of this code are exceeded. In this case, the loss in value is the difference between the value of the goods in accordance with the terms of the contract and the actual value of the goods delivered, irrespective of the market situation.

6.2.5.

Rescission is only authorised if the rates shown in Appendix 1 are exceeded. If the purchaser intends to make use of its right, it must notify the seller either by telephone or by any other customary means within the complaint period and invite it to give its instructions. All exchanges between the buyer and the seller must be confirmed in writing. The buyer, or any other recipient, is obliged at its own expense to ensure the protection of the goods until further notice. These instructions must reach the buyer no later than 8 a.m. the following day for category I goods («highly perishable products»), and no later than 12 noon the following day for category II goods («perishable products»). In the absence of instructions within this period, the buyer must sell the goods to the best of its ability, on behalf of whomever it chooses. The same applies, but only after notifying the seller, if the goods cannot be kept for the period specified. It is advisable to have the risk to the goods established by the surveyor.

The right to damages or compensation is assessed in accordance with the general principles of law and the procedures set out below.

6.2.6.

If the seller is unable or unwilling to carry out the replacement, or if this would result in a loss for the buyer, the latter is authorised to proceed with a cover purchase while protecting the seller's interests as best as possible. The damages due for the quantity concerned are equal to the difference between the contract price and the price that the buyer would have obtained on the market if it had been able to sell the goods on the day scheduled for delivery, without prejudice to any other justified damages, but less any costs not incurred.

6.2.7.

Official checks carried out by the authorities of the exporting country cannot replace quality assessments, unless the parties have agreed otherwise in their contract.

6.2.8.

In the event of an official import ban or the impossibility of appointing an expert, the contracting parties shall each have the option, after becoming aware of the import ban or equivalent prohibitive measure, of terminating the contract within a maximum period of three days. Otherwise, the contract will be maintained.





7 PAYMENT



7.1.

Unless otherwise agreed, payment must be made on delivery or when all the documents required to take delivery are made available. The contract may provide for payment of the price before the goods are made available or the documents are handed over.

7.2.

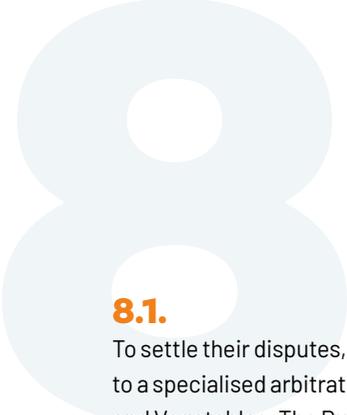
However, unless otherwise agreed, the buyer may not be required to pay the price until it has been given the opportunity to examine the goods.

7.3.

In the case of staggered deliveries, any delay in payment, with regard to the provisions agreed between the parties, will entitle the seller to suspend all subsequent deliveries until effective payment of the deliveries already made or to terminate the contract while claiming damages.



8 ARBITRATION CLAUSE



8.1.

To settle their disputes, professionals in the fruit and vegetable sector have access to a specialised arbitration tribunal: the International Arbitration Chamber for Fruit and Vegetables. The Rules of Arbitration of the International Arbitration Chamber for Fruit and Vegetables are available online: www.arbitrage.org.

8.2.

Any dispute between buyer, seller and/or commercial intermediary arising from a contract referring to these COFREUROP conditions shall be judged in the last resort by arbitration organised by the International Arbitration Chamber for Fruit and Vegetables (6, avenue Pierre 1^{er} de Serbie - 75016 Paris, France. Tel +33 1 42 36 99 65, e-mail: caip@arbitrage.org, website: www.arbitrage.org), in accordance with its arbitration rules, which the parties expressly declare they are familiar with and accept.

GLOSSARY

Terms mentioned in the glossary are indicated by an * in the Code.



Acceptance

Examination by the buyer of the goods for which it has placed an order, in order to determine whether or not they conform.

Arbitration

Settlement of a dispute by one or more persons (arbitrator), to whom the parties have decided to defer, without recourse to state justice.

Arbitration clause

Whereby both parties agree to submit any disputes to arbitration.

Codex Alimentarius

Set up in 1962 under the auspices of the Food and Agriculture Organisation of the United Nations (FAO) and the World Health Organisation (WHO), it contains guidelines and codes of practice relating to food.

Principal

A person who, on their own behalf and for their own profit, engages the services of another person to act on their behalf.

Damage surveyor

A person appointed by the insurer to carry out, at destination or en route, the survey of losses and damage during transport.

Commission agent

A trader who acts in their own name or under a company name, on behalf of a principal (whom they do not make known to third parties), on whose behalf they freely and autonomously organises end-to-end transport, concluding in their own name the contracts necessary for its completion. The commission agent personally undertakes to ensure that the goods reach their destination in the condition in which they were handed over to them. The commission agent is bound by a performance obligation.



Joint venture account contract

Reciprocal undertaking to share operating profits and losses in an agreed proportion.

Del credere

A commission agent, who is a commercial agent, is qualified as a «del credere» when, at the request of one of the parties, it undertakes jointly and severally with the other party to perform the contract that they have entered into through it as intermediary.

Wastage

Loss of volume or weight suffered by a good during manufacture or transport.

Incoterms® (International Commercial Terms):

Codified set of standard contractual provisions relating to the carriage of goods, defined by the International Chamber of Commerce (ICC). They are revised every 10 years to reflect changes in international trade practices.

Rebate

Reduction applied to the price of goods, at the time of delivery, when they are not of the agreed quality.

Resolution:

Annulment of the binding effects of a commitment due mainly to the wrongful non-performance by one of the parties of its obligations under the law or the contract.



APPENDICES

Appendix 1

Classification of products by wastage rate

Tolerance rates for all distances

	Group I Highly perishable products			Group II Perishable products		
	Normal	Chilled	Return of defective goods	Normal	Chilled	Return of defective goods
Rate as a %age	2	1,5	15 Capital loss	1,5	1	10 Capital loss

For sales packaging, on the other hand, the «sales packaging decree» of the respective countries applies.

Explanations:

1. The breakdown of products into groups is shown in Appendix 2.

2. For each group of products:

- Columns 1 and 2 show the percentages of wastage to be tolerated, subdivided into normal wagons and refrigerated wagons/lorries;
- Column 3 shows the percentage loss to be tolerated before return of defective goods

Appendix 2

Classification of products by wastage rate Tolerance rates for all distances

This list is not exhaustive. The parties are invited to contact each other if the products are not included in the list.

I. Highly perishable		II. Perishable	
Fruits	Vegetables	Fruits	Vegetables
Apricots	Fresh garlic	Red cranberries	Garlic
Fresh almonds	Asparagus	Pineapples	Artichokes
Bananas	Carrots with green tops	Cranberry	Red beetroot
Nectarines	New carrots	Lemons	Winter carrots
Blackcurrants	Ribbed celery	Clementines & related varieties (easy peelers)	Carrots without green tops
Cherries	Celery for soup	Dates	Celery sticks
Quinces	Mushrooms	Dried figs	Celeriac
Fresh figs	Kohlrabi with green tops	Pomegranates	Cauliflower
Strawberries	Beef-heart cabbage	Kakis/Sharon fruit	Turnip
Raspberries	Early Savoy cabbage	Kiwi fruit	Kohlrabi
Currants	Gherkins	Mandarins	White cabbage
Blackberries	Courgettes	Sweet chestnuts	Brussels sprouts
Blueberries	Watercress	Melons	Savoy cabbage
Medlars	Spinach	Nuts & kernels	Red cabbage
Fresh nuts	Green beans	Olives	Pumpkins
Peaches	Kitchen herbs	Oranges	Cucumbers
Early pears	Lamb's lettuce	Grapefruit	Shallots
Early apples	Sweet corn	Pears	Endives
Plums	Turnips	Apples	Fennel
Grapes	Early onions	Satsumas	Large beans
	Green onions with leaves		Onion sets
	Parsley		Onions
	Peas		Chillies, green and red
	Radishes		Leeks
	Rhubarb		Peppers
	Lettuce		Salsify
			Tomatoes
			Jerusalem artichokes

NOTE: By default, a product not included in these lists must be considered as belonging to Class II. Perishable.

Appendix 3

Sample expert report

Report drawn up at the request of [•](Name, position, address of applicant)

To [•] by Mr, Ms [•](Expert's name)

I. GENERAL INFORMATION *(provided by the applicant)*

1. Identification of the goods

Nature of the goods

species:

variety:

Packaging method

parcel - bags - in bulk - other

Load weight (as per consignment note or official weighing on arrival)

2. Shipping conditions

Mode of transport used

lorry - goods wagon - ship

Sender's name and address:

Place, date and dispatch number

Place, date and time the goods are made available to the consignee

3. Reason for complaint

Attributable to the goods

Quality - Variety - Size - Packaging - Hidden defects - etc.

Attributable to transport

Delay - Damage - Missing - etc.

An exact description of the defects found must be entered on this report

Place and Date

Applicant's signature

II. EXPERT'S FINDINGS

1. Terms and conditions of the expert appraisal

(I) Place, Time and Date of expert appraisal

(II) Name, address and position of persons attending the expert appraisal

- sender (or their representative)
- addressee (or their representative)
- carrier (or their representative)

(III) Written documents produced

- proof of identity of the goods
- essential conditions of the contract
- shipping arrangements

(IV) Official inspection certificate

2. Location of goods appraised:

(I) on goods wagon:

on the quay: _____ other: _____

(II) being unloaded:

(III) on the quay:

in shop: _____ at the point of sale: _____

3. Expert appraisal procedures

(I) Percentage of the sample examined in relation to the batch

(II) Composition of the sample

(III) Checking method (counting, weighing, etc.)

4. Assessing defects (limited to the grounds for the dispute)

(I) Transport: Condition of transport equipment

(defects, state of health, etc.)

- transport time:
- temperature:
- frost protection:
- refrigeration unit

(II) Loading and packing

- stacking and lashing arrangements
- type and condition of packaging
- wrapping within the packaging

(III) Product quality

- general assessment of the terms of the contract
- calibre
- condition and maturity
- dunnage or hidden defects

(IV) Weight (size of missing items)

III. CONCLUSIONS**(I) Determining the defect(s) found****(II) Assessment of the capital loss****(III) Possibility of sorting and estimate of related costs**

Place and Date

Expert's signature



www.interfel.com



Chambre Arbitrale
Internationale de Paris

www.arbitrage.org