

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

RUCIP 2025

**Part I:
RUCIP 2025
RULES AND PRACTICES**

**Part II:
RUCIP 2025
RULES FOR EXPERT ASSESSMENT**

**Part III:
RUCIP 2025
RULES FOR ARBITRATION**

for Inter-European trade in potatoes
EDITION APPLICABLE FROM 1 October 2025

Published by the European Committee

RUCIP, edition 1 October 2025

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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 of potato trading. 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 has since been modified in 1993, 2000 and 2006. A major revision was made and came into force on 1 March 2012.

The transfer of the European secretariat from Paris to Brussels and the possibility to create European lists of Experts and Arbitrators for the countries who do not have a National RUCIP secretariat were the basis of a new revision brought into force on 1 January 2017.

The creation of the European RUCIP delegate office in 2021, together with the position description and responsibilities of the European Secretariat and the European Delegate Office, were the basis of the revision made in 2021.

All these consecutive modifications have made it necessary to simplify RUCIP and bring it up to date. This latest edition, RUCIP 2025, comes into force on 1 October 2025.

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

- EUROPATAT, Rue des Deux Églises 26, B - 1000 Brussels,
- EUPPA (European Potato Processor's Association), Avenue de Tervueren 188A, Box 4, B - 1150 Brussels.

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 assessment and the Rules for Arbitration, whose acronym remains RUCIP, under which name these

rules have been tried and tested.

DEFINITIONS REFERING TO THE ORGANISATION

The following definitions apply:

- a) **RUCIP:** The whole of the Rules and Practices of the Inter-European Trade in Potatoes (PART I) and the Rules governing Expert Assessment (PART II) and the Rules for Arbitration (PART III) as approved by the European Committee.
- b) **European Committee:** the Committee is made up of representatives nominated by Europatat and EUPPA.
- c) **National Committee:** the Committee is made of representatives nominated by national trade bodies active in wholesale trade in potatoes and national bodies of the potato processing industries.
- d) **European Secretariat:** The office in charge of the day-to-day administration of the European Committee, including finance, communication and organisation of meetings and training. This office is run by the Europatat Secretariat in Brussels.
- e) **European Delegate:** the Delegate appointed by the European Committee to take charge of the European Delegate Office.
- f) **Deputy European Delegate:** the Delegate appointed as above who will carry out the duties of the European Delegate whenever he/she is unable to do so.
- g) **National Delegate:** the Delegate appointed by the National Committee in each country to take charge of its National Secretariat.
- h) **Deputy National Delegate:** the Delegate appointed as above who will carry out the duties of the National Delegate whenever he/she is unable to do so.

The RUCIP National Delegate and his deputy are nominated by the National Committee and/or its associated organisations. They satisfy the conditions required for an arbitrator in Art. 3.1, Part III. Their nomination should be ratified by the European Committee and/or the European Delegate.

The National Delegate directs the National Arbitration Secretariat. If the National Delegate is not available, the Deputy National Delegate will carry out his/her duties. In such a case his/her powers are limited to the duties for which he/she has been appointed.

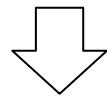
- i) **European Delegate Office:** the office from where the European Delegate handles all expert assessments and arbitration requests.
- j) **National Office for Expert Assessments:** the office empowered by the National Delegate to nominate experts.
- k) **National Arbitration Office:** the office empowered by the National Delegate to organise the RUCIP arbitration procedures.
- l) **RUCIP Arbitration Commission:** the Arbitration Commission of First Degree or Second Degree as prescribed by Art. 1 of Chapter 1 of the Rules for Arbitration.
- m) **Arbitration Authority:** the European Delegate Office, the National Arbitration Office and/or Commission in First or Second Degree or a national arbitration authority competent to handle cases between RUCIP contracting parties.
- n) **Trade outside the European Union and internal:**
 - Internal trade: trades between operators whose registered offices are situated within the European Union.
 - Trade outside the Union: trades between operators where at least one has its registered office outside the European Union.

GENERAL DEFINITIONS

RUCIP means all articles and annexes contained in the three parts of this document. In case of dispute as to the interpretation of these texts only the English language version is valid.

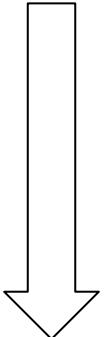
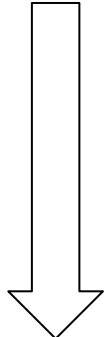
ORGANISATION

EUROPEAN COMMITTEE



EUROPEAN SECRETARIAT

administered by Europatat



EUROPEAN DELEGATE OFFICE

**administered by
European Delegate**

NATIONAL OFFICES

**administered by
National delegates**

RUCIP 2025

PART 1: RULES AND PRACTICES

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CHAPTER I GENERAL CONDITIONS

Article 1 Area of application

1.1. The following rules apply to all potato trades (sales, purchases, brokerage, commission, transport, storage, insurance, etc.) concluded by parties who refer to them by mentioning in the contract at least the acronym RUCIP.

Any modifications of contractual clauses which the parties may agree must be confirmed by written (tele)communication.

N.B.: In some countries of signatory organisations, the arbitration clause must be explicitly signed by the contracting parties.

1.2. The parties may agree to apply the RUCIP Rules even when they are established in countries which are not members of the European Committee.

1.3. The use of the acronym RUCIP means the explicit acceptance by the parties of the current Rules and Practices, including the arbitration clause, as well as the Rules for Expert Assessment and the Arbitration Rules as valid on the day of their agreement. The parties may agree to the applicability to their contract of previous versions of the Rules and Practices, but not of the Rules of Expert Assessment and the Rules for Arbitration.

1.4. The acceptance by the parties of the RUCIP Rules implies the acceptance of the exclusive recourse to arbitration as detailed in Art. 30, Part I.

The arbitration authority rules as last resort in accordance with the renouncement of appeal as detailed in Art. 30, Part I.

1.5. When the parties agree to apply the RUCIP Rules, no national law nor any international treaty shall be applicable, unless this would be contrary to public order of the country where the seller has his registered office.

CHAPTER II THE CONTRACT

Article 2 The contract: agreement, confirmation and execution

2.1. A contract may be agreed verbally or by written (tele)communication, directly between the parties or through an intermediary. A contract is concluded as from the moment the parties have reached an agreement and have this agreement evidenced by any means.

2.2. A contract agreed verbally must be confirmed by written (tele)communication by at least one of the contracting parties. Confirmation by an intermediary is acceptable only if there is no confirmation by any of the contracting parties.

2.3. Where there is a confirmation made by an intermediary, the intermediary may communicate on behalf of the parties, subject always to the time limits provided for in the RUCIP (see Art. 5.8, Part I).

2.4. Any verbal amendment to the contract must be confirmed immediately by written (tele)communication. Otherwise, such verbal changes will have no effect.

2.5. Any disagreement with the initial written confirmation or the subsequent amendments must be made by written (tele)communication within 18 working hours of receipt. This time limit is reduced to 3 working hours in the case of early potatoes.

2.6. In case of differing written (tele) communications which are exchanged between the parties or between a party and an intermediary concurrently, the seller's confirmation (or that of the intermediary in the absence of that of the seller) prevails. In the event the buyer disputes the content of the contract, the seller must receive notification by written (tele)communication within 18 working hours. This period is reduced to 3 working hours for early potatoes.

Article 3 Object, other clauses and reservations of the contract

3.1 Apart from the reference to RUCIP, the contract will, in principle, stipulate:

- name, address, and registered office of the contracting parties
- type of potatoes
- quantity
- variety
- class
- size
- origin
- price
- packaging
- place and period of delivery
- destination
- frost protection measures
- temperature of transport
- methods of dispatch
- transport to be used
- terms of payment
- reference to other requested documents

3.2. The price is per 100 kg (packaging included, frost protection excluded), unless stated otherwise.

3.3. If the contract is concluded on the price of the day of dispatch, or the price is to be fixed on a particular day, then the confirmation must clearly define the basis on which the price will be fixed.

3.4. Where the contract specifies a particular region of origin the potatoes must originate from that

region.

3.5. The legislation of the importing country regarding quality, packaging and labelling takes precedence over any contrary clauses and over RUCIP, regardless of whether this is or is not stipulated in the contract.

3.6. The buyer must inform the seller of:

- a) any legal national requirements of the destination country that conflict with the contract.
- b) any legal national requirements of the destination country that have been omitted from the contract.
- c) any legal national requirements established (and in conflict with the contract) after the conclusion but in advance of the execution of the contract.

Failure to do so will leave the buyer liable for any consequences thereof.

3.7. The buyer or the seller is responsible for obtaining all the documents required for execution of the contract (statutory or otherwise as defined in the contract) unless a proviso is included in the contract. The proviso must state the document/s to which it applies. The party failing to obtain the required document/s will be held responsible according to Art. 24, Part I.

3.8. The refusal or withdrawal of these documents cannot be considered as force majeure, unless such refusal or withdrawal is an unforeseeable general measure, for example the prohibition of export or import (Art. 26, Part I).

3.9. For the application of Chapters V, VI, VII and VIII of these Rules and Practices, each individual delivery shall be considered separately in terms of the contract.

Article 4 Fixed-term contract

4.1. All contracts are fixed-term contracts.

5.1. Unless otherwise provided for in these current Rules, the following definitions apply to time limits. Times are calculated in the local time of the country of execution of the relevant contractual obligations:

Hour	- any period of sixty-minutes in the 00:00 to 24:00 format
Day	- every calendar day from 00:00 to 24:00
Week	- a period of seven consecutive days
Official holiday	- a public holiday of the country imposed by law.

	Potatoes other than early potatoes	Early potatoes
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Working hour	<ul style="list-style-type: none"> - any period of sixty-minutes between 08:00 to 17:00 on working days 	<ul style="list-style-type: none"> - 8:00 to 17:00 on working days - 8:00 to 12:00 on Saturdays
Working day	<ul style="list-style-type: none"> - every day from 8:00 to 17:00, except Saturdays, Sundays and official holidays 	<ul style="list-style-type: none"> - every day from 8:00 to 17:00 except Saturdays after 12:00, Sundays or official holidays. Saturday is a working day from 8:00 to 12:00.
Working week	<ul style="list-style-type: none"> - from 8:00 Monday to 17:00 Friday except on official holidays 	<ul style="list-style-type: none"> - from 8:00 Monday to 12:00 Saturday except on official holidays

starting point for the time limit is that of the first written (tele)communication.

5.2.
The

5.3. Written (tele)communications which arrive on a working day after 17:00, a Saturday, a Sunday, an official holiday or after 12:00 on the eve of an official holiday are considered to have arrived on the first working day thereafter.

Concerning early potatoes, written communications which arrive on Saturday after 12:00 are considered to arrive on the first working day thereafter.

5.4. Time limits are counted without interruption, official holidays included, unless otherwise stated in the current Rules and Practices or otherwise agreed in the contract.

5.5. If a deadline expressed in days ends on a Saturday, Sunday, or official holiday (for early potatoes, on a Sunday or an official holiday), it is extended to the first working day thereafter. For early potatoes, if the deadline ends on an official holiday which falls on a Saturday, it is extended to 12:00 on the first working day thereafter.

5.6. If a deadline expressed in hours falls on the eve of an official holiday after 12:00 (for early potatoes also on a Saturday after 12:00), it shall be interrupted on that day at 12:00; the remaining hours shall be counted from 08:00 on the first working day thereafter.

5.7. Unless otherwise stated in the current RUCIP rules, time limits expressed in days do not include:

- the day on which the contract is concluded, or
- the day on which a written communication arrives at its destination, or
- the day on which potatoes are received.

5.8. Any intermediary to a contract and all contractual parties within the chain must comply with the total time limits as set out in these Rules and Practices.

5.9. Failure to comply with time limits as set out in these Rules and Practices leads to the loss of the respective right of the failing party.

CHAPTER III THE POTATOES, TOLERANCES AND CLAIMS CONCERNING QUALITY

Definition of lot

6.1. Unless otherwise stated in these Rules and Practices, a lot is a load, or part of a load, having the following homogeneous characteristics:

- The same origin,
- The same field,
- The same variety,
- The same type for early potatoes,
- The same riddle size (square mesh)

6.2. Traceability must be ensured by giving to every lot a number or reference.

Article 7 Seed potatoes

Seed potatoes

7.1. Only whole tubers certified by an official Certification Body shall be considered as seed potatoes and suitable for use for propagation purposes. Tubers that have been deliberately cut are not considered as seed potatoes and are therefore not covered by the current RUCIP Rules and Practices.

7.2. Seed potatoes must be marketed either:

- in new packaging, sealed with a tamper-proof closure seal and with an official label attached, or
- in bulk, sealed with a tamper-proof closure seal and accompanied by an official label and a transport document.

7.3. A lot must remain in its natural size proportion and comply with the riddle size stipulated in the contract.

7.4. A lot of seed potatoes is defined according to the national and/or EU certification rules. Seed potatoes must meet the requirements stipulated in the contract in terms of the variety, category and class, packaging, origin, area, and riddle size.

They must be:

- free of frost damage.
- practically not sprouted for deliveries prior to 31 January
- with a tolerance of 33% by weight of tubers allowed for deliveries between 1 February to 15 March with sprouts no longer than 10 mm and from 16 March sprouts no longer than 15 mm.

7.5. Seed potatoes must be properly stored after arriving at their destination and the identity of the seed potatoes maintained such that they cannot reasonably be contested.

7.6. Tolerances allowed in seed potatoes:

Unless otherwise agreed, seed potatoes must conform to the certification standards of the country of origin and be fully compliant with the phytosanitary import regulations of the country of destination if not within the EU. Proof of certification does not affect the right of the buyer to reject the seed potatoes.

In absence of further information regarding the certification standard, or in case of doubt about the certification standard, the standards referred to in the tolerance table for seed potatoes in Annex 5 apply.

7.7. Any chemical treatment at the request of the buyer must be agreed upon at the time of the conclusion of the contract, and each seed container must be labelled accordingly.

Article 8 Early potatoes

8.1. Early potatoes are:

- a) potatoes which are harvested before their complete maturity, marketed immediately after harvesting and with skin which can be easily removed without peeling.
- b) potatoes with firm skin, if the term "early potatoes with firm skin" is used in the contract and allowed by applicable legislation. For these potatoes, the time limits and these Rules and Practices for "early potatoes" apply.

All other potatoes are considered as ware potatoes.

8.2. Early potatoes must comply with the minimum qualities referred to in the tolerance table for early potatoes in Annex 6.

8.3. A lot must remain in its natural size proportion within the grading requirements stipulated in the contract.

8.4. In case of 'whole crop' stipulation, the potatoes must be delivered as they were harvested, without any addition or removal of tubers significantly altering the crop's natural size proportion.

Unless otherwise agreed, and as an exception to the tolerances referred to in the tolerance table for early potatoes in Annex 6, the tare fraction (for example earth, stones, plant and tuber waste, and anything other than the potato tubers) cannot be more than 30 %, including no more than 2 % rots. Otherwise, the delivery can be rejected.

8.5. Subject to the tolerances referred to in the tolerance table for early potatoes in Annex 6, the tubers must 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,
- free of frost damage,
- free of deep common scab greater than 2 mm depth.

8.6. Sampling as the basis for payment, must be performed as defined in Art. 6, Part II at the latest before the end of the working day following that of arrival of the potatoes at the destination, unless otherwise agreed between the parties. Otherwise, no reduction whatsoever will be allowed.

Article 9 Ware potatoes

9.1. Ware potatoes are those harvested at full maturity, suitable for storage and destined for fresh consumption.

9.2. In case of 'whole crop' stipulation, the potatoes must be delivered as they were harvested, without any addition or removal of tubers that significantly alters the crop's natural size proportion.

Unless otherwise agreed, and as an exception to the tolerances referred to in the tolerance table for ware potatoes in Annex 7, the tare fraction (for example earth, stones, plant and tuber waste, and anything other than the potato tubers) cannot be more than 30%, including no more than 2% rots. Otherwise, the delivery can be rejected.

9.3. A lot must be composed of ware potato tubers of the shape and appearance typical for the variety and remain in its natural composition.

The agreed tuber size within a lot must comply as if measured with a square mesh riddle.

9.4. Subject to the tolerances referred to in the tolerance table for ware potatoes in Annex 7, tubers must be:

- whole,
- healthy,
- practically clean,
- skin set,
- 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 greater than 2 mm depth.

9.5. Sampling, as the basis for payment, must be performed at the latest before the end of the working day following that of arrival of the potatoes at the destination, unless otherwise agreed between the parties. Otherwise, no reduction whatsoever will be allowed.

9.6. Unless otherwise agreed, a consignment of potatoes found to be outside of these 'defect tolerances' is considered as not "suitable for washing".

Article 10

Potatoes for processing into products for human consumption

10.1. In case of 'whole crop' stipulation, the potatoes must be delivered as they were harvested, without any addition or removal of tubers that significantly alters the crop's natural size proportion.

Unless otherwise agreed, and as an exception to the tolerances below, the tare fraction (for example earth, stones, plant and tuber waste, and anything other than the potato tubers) cannot be more than 30%, including no more than 2% rots. Otherwise, the delivery can be rejected.

10.2. Upon delivery the potato tubers for processing into food products for human consumption must comply with the following minimum characteristics and with the tolerances agreed. When the minimum characteristics and the tolerances are not expressed by the parties, the following shall apply:

a) be:

- of one variety,
- 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 practically free of earth (according to the agreement between the parties), stones and foreign bodies.

10.3. Potatoes for processing that are delivered in bulk are size graded and, unless otherwise agreed, the minimum size shall be from 35 mm. The potatoes must be delivered as they were harvested, without any addition or removal of tubers that significantly alters the crop's natural size proportion.

10.4. Defect Tolerances:

a) Quality tolerances:

A maximum of 8% by weight of tubers sampled 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 and above maximum agreed size is allowed.

10.5. 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 must be detailed by the parties in their agreement. These will depend on the required end-product of the processing.

The contract terms may also include:

- 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 after cooking or frying.

Article 11 Industrial potatoes for the production of alcohol or animal feed

11.1. These potatoes are delivered as harvested, without any addition or removal of tubers that significantly alters the crop's natural size proportion, with a starch content of at least 15%.

At reception the deliveries should be practically 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.

11.2. 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:

Percentage of out-grades	Percentage of allowance
- 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.

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

Article 12 Quantity

12.1. For delivery by lorry or container, the party arranging the transport must ensure that the quantity loaded does not exceed the total weight permitted for the vehicle in the countries through which it has to travel.

12.2. For bulk loads, or if the weight is only stated “approximate”, a tolerance of $\pm 5\%$ of the agreed weight is allowed, within the limits of the total weight permitted for the vehicle in the countries through which it has to travel.

12.3. If the contract states that the potatoes are to be weighed by the buyer, the seller must deliver the quantity as a net weight.

Article 13 Weight

13.1. In the case of a load in packages (sacks, cartons, pallets, boxes, big bags, etc.) of uniform weight, the weight for the invoice must be the number of packages multiplied by the unit net weight.

13.2. In the case of a bulk load, the net weight is the gross weight of the potatoes registered upon departure less waste, unless otherwise agreed.

If the gross weight difference upon arrival is more than 2%, then the total difference must be considered.

13.3. When the agreed weight of the delivery is not achieved (within the limits of Art. 12.1, Part I) and there is a difference in cost for dead freight, this difference is for the seller's account.

13.4. Any difference in the weight or number of packages must be recorded by the buyer upon unloading and must be noted on the CMR or the consignment note or any other official or authenticated document and sent to the seller within 18 working hours.

A tolerance of 2% in weight is allowed for early potatoes.

Article 14 Packaging

14.1. The type of packaging shall be agreed between buyer and seller, subject to any official requirements of the country of destination.

14.2. 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.

14.3. For seed potatoes the packaging must be new and of the same type for a single lot.

Seed potatoes must be properly stored during the period after their arrival at their destination and clearly identified, such that the identity of the seed potatoes is maintained and cannot reasonably

be contested.

Packaging of seed potatoes (i.e. big bags or jute bags) is intended for transport and distribution only and not for storage.

Article 15 Loading and dispatch

15.1. The means of transport must be clean, without residues, free of foreign bodies, foreign odours and suitable for transporting the contracted potatoes.

15.2. On the day of loading the seller must send notice of dispatch to the buyer by written (tele)communication, providing the type and identity number of the means of transport used, description of the potatoes, the loaded weight, and all information as required in Articles 3.7, 6.2 and 16.1, Part I.

15.3. During transport the potatoes must always be protected from possible sources of contamination.

Article 16 Weather conditions and temperature control during loading/unloading and transport

16.1. The party arranging the transport must communicate, by written (tele)communication, to the loading party the necessary instructions regarding adequate frost protection, temperature setting during transport, ventilation, cooling, etc. In the expectation of frost during transport, the party arranging the transport is responsible for adequate means of frost protection. All instructions must be recorded on the CMR and/or the delivery note.

16.2. If there is a specific required temperature range for the potatoes during loading/unloading and transportation this must be agreed by the buyer with the seller at the latest 3 hours before loading if not already stated within the contract. Otherwise, the seller must act in good practice and use the temperature he considers appropriate to the potatoes being transported.

16.3. In the event of frost during loading or unloading, the potatoes must not be loaded or unloaded, unless otherwise agreed by written (tele)communication between the parties.

16.4. During periods of high temperatures at the beginning, during or at the end of a journey, the means of transport must be equipped with appropriate ventilation systems and / or refrigeration.

CHAPTER IV COSTS AND RISKS OF TRANSPORT

Article 17 Transport and related costs

Unless otherwise agreed, the following shall apply as to costs and risks of transport:

17.1. For sales “ex-works/station/farm” or similar, 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.

17.2. For all other sales the transport costs are for the seller's account. In case of total or partial change in destination, any additional transport and/or related costs are for the account of the buyer.

17.3. Unless otherwise agreed, the seller bears all costs for customs and export documents in trade outside the European Union; the buyer bears all costs for customs and import documents.

All costs caused by delays for lack of export documents are for the seller's account, or for the buyer if it concerns import documents.

17.4. Even when the transport costs are for the seller's account, the seller has the right to send potatoes with transport costs payable on arrival. The buyer must then pay the transport costs and deduct them from the invoice.

17.5. Unless otherwise agreed, the seller bears all costs for transport and related costs when the potatoes are refused for phytosanitary reasons by the relevant authority of the country of destination. This clause applies to all types of sale, except when the potatoes are examined and accepted by written (tele)communication by the buyer or buyer's representative at the point of departure, in which case these costs are for the buyer's account.

Article 18 Variation of costs

Where there is a variation in costs, be it positive or negative, after the conclusion of the contract, the impact will fall to the party which is responsible under the terms of the contract for such costs.

Article 19 Transfer of risks during the transport

19.1. Unless otherwise agreed, the risk of deterioration during transport are, whatever the type of sale, for the party who is responsible for the transport, except if the other party is at fault either before or during loading/unloading.

19.2. Unless otherwise agreed, the risks of land transport pass from the seller to the buyer:

- a) in the case of "ex" sales (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 transporter when the loading is carried out by the seller and at the moment when the potatoes are loaded onto 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 taken the delivery of the potatoes at the agreed destination.

19.3. In the case of damages which could be blamed on the carrier, the buyer must arrange an assessment of the damage with the carrier in the required form and to inform the seller without delay. The buyer must take all the necessary steps even when the transport risks are for the seller's account.

19.4 The obligation to make an assessment of the damage with the carrier does not change the form or time limits which the buyer must observe regarding quality claims against the seller.

CHAPTER V DELIVERY AND PAYMENT

Article 20 Delivery

20.1. Unless otherwise agreed, the modalities of dispatching and delivery times are as follows:

- In case of delivery "within a defined period" the buyer must communicate his instructions for delivery to the seller, at least 5 working days prior to the delivery date.
- In case of delivery "staged within a defined period" the deliveries must be made within the defined period, in about equal lots and at about equal intervals.

20.2. Any intermediary to a contract must comply with the time limits about delivery set out in these Rules and Practices (see Art. 5.8, Part I).

20.3. Any delay in giving dispatch instructions by the buyer entitles the seller to delay the delivery by an equal period.

20.4. When the parties concluded several contracts for similar kind of potatoes, and the contracts do not specify a delivery time, the contracts must be delivered in the order in which they were agreed.

20.5. Unless otherwise agreed by written (tele)communication, the time limits or periods set out in the contract, as defined by the present RUCIP rules, are binding.

20.6. If the contract entails several deliveries, each delivery must be considered as a separate contract.

Article 21 Place and date of delivery

21.1. Unless otherwise agreed, the place of delivery is the place of loading of the potatoes on the agreed means of transport, except in the case of "delivered" sales.

21.2. Unless otherwise agreed, the date of delivery is that on which the potatoes are delivered to the transporter, except in the case of "delivered" sales. The date on the transport documents provides evidence of the date of delivery unless the contrary is proven.

Article 22 Terms of payment

22.1. The terms of payment must be agreed and stated in the contract, subject to compliance with mandatory legislation of the country where payment is to be made and /or received.

Otherwise, payment is to be made within a period of 30 days after delivery of the potatoes.

22.2. Payment does not imply unreserved acceptance of the potatoes.

22.3. If a dispute arises the buyer must pay, at the due date, any uncontested outstanding balance without waiting for a resolution of the dispute.

Failing payment in whole or in part on the due date, interest for overdue payment as well as any charges or costs shall be due automatically.

The same goes for a case of reduced payment made by the buyer, for whatever reason, in the absence of prior and written agreement by the seller. Unless otherwise agreed, the interest rate will be the legal rate in the country of the debtor.

22.4. If, after the agreement of a contract and notwithstanding the rules of law, objective or uncontested information on the financial status of the buyer is so unfavourable that delayed payment presents an obvious risk 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.

Objective or uncontested information in this sense is for example (but not restricted to):

- Court decision to start insolvency procedure on the buyer
- Buyers own application for the opening of insolvency proceedings
- Foreclosure measures to an extent that could seriously affect the buyer's ability to fulfil his obligations towards the seller
- other comparable events

The subjective apprehension (fear and anxiety) of the seller that the buyer might not be able to pay but without objective or uncontested information in the described sense is not sufficient to entitle the seller to demand bank guarantees or advance payment.

The seller must give the buyer a time limit of 7 working days to comply, if this does not happen, he can refuse the delivery and terminate the contract.

CHAPTER VI NON-EXECUTION - NON-PAYMENT - REASONS FOR EXEMPTION

Article 23 Default - Extra time - Expiry of contracts

23.1. The non-execution by one of the parties of their obligations relating to the dispatch instructions or delivery results in an automatic termination of the contract, without the need to give notice of default.

Within 30 days from the date of annulment and termination of the contract, the party that is not at fault may send to the party at fault a registered letter with acknowledgement of receipt containing a request for compensation of his loss according to the modalities provided for in Art. 24, Part I. Otherwise, termination will be deemed to have occurred without damages and interest and the contract will be null and void.

23.2. When one of the parties has indicated by written (tele)communication a refusal to perform their contractual obligations or if the execution of the contract is frustrated, the other party may invoke its termination.

Without necessarily waiting for the end of the period of execution by the failing party, the non-failing party may claim within a 30-day time period compensation of their loss according to the modalities provided for in Art.24, Part I. Otherwise the non-failing party loses their rights.

Article 24 Calculation of loss

The relevant party may calculate its loss as follows:

24.1. The seller may:

- a) resell the potatoes, either through an established broker as defined in Annex 8 or directly and claim for any price difference; or
- b) claim as damages the difference between his sale price and the market price on the day of termination, without re-selling the potatoes; or
- c) make a claim for loss of profit directly related to the contract (no additional/consequential losses or costs are allowed).

24.2. The buyer may:

- a) buy potatoes of the same specification as defined in the contract, either through an established broker or directly and claim for any price difference; or
- b) claim the difference between the purchase price and the market price on the day of termination, without buying a replacement; or
- c) make a claim for loss of profit directly related to the contract (no additional/consequential losses or costs are allowed).

24.3. Moreover, the party at fault according to Art. 24.1. a) and b) and 24.2. a) and b), Part I is responsible for any costs and damages caused by the default. The other party must justify their claim in detail including any mitigation of their losses.

24.4. The calculation of the damages, based on a market price must be made within 10 working days from the non-execution or date of termination of the contract, either by an established broker or by two recognised professionals in the potato business.

24.5. Either party may take part in the resale or buying-in through an established broker without any prejudice to their rights.

24.6. Any direct resale or buying-in must be confirmed in writing within 5 working days following the non-execution or termination of the contract in respect to Art. 24.3., Part I.

24.7. Even when the damaged party gave notice at termination to implement either Art. 24.1. a) or Art. 24.2. a), Part I, he retains the right to change and implement Art. 24.1. b) or c) or Art. 24.2. b) or c) Part I within a time limit of 10 working days after termination.

Article 25 Non-payment

25.1. The non-payment in respect of a delivery not under dispute or failure to open a letter of credit at the date fixed in the contract permits the seller to notify the buyer that he is in default. Notification of default must be given by written (tele)communication and confirmed by registered letter. Such notification must give notice that the defaulting party has 2 working days (excluding Saturday) to fulfil the due payment. Failing this, the seller may suspend further deliveries on the contract or cancel the contract, with or without claiming for damages. Until such payments have been confirmed, the seller reserves the right to suspend all deliveries between the parties.

25.2. Should the seller wish to claim damages, he must confirm by written (tele)communication to the buyer the total sum claimed and the method of calculation of such damages. Such confirmation must be made within 10 working days after the expiry of the 2 working days' time limits referred to in Art. 25.1., Part I. Otherwise, the seller will lose his right to claim for damages.

Article 26 Reasons for exemption - *force majeure*

26.1. *Force majeure* is considered to be any circumstances beyond the control of the parties which a diligent party would not be able to avoid, the consequences of which he could not prevent, when such circumstances occur after the contract has been agreed and prevent absolutely its total or partial execution.

26.2. Examples of *force majeure* include war, revolution, strikes, interruptions of traffic, general prohibition of import or export, substantial legislative changes of trade requirements, natural catastrophes, or loading conditions becoming impossible following extreme weather conditions. For clarity's sake, a breakdown or accident involving the lorry moving the potatoes does not

constitute *force majeure*.

26.3. The party claiming *force majeure* must inform the other party by written (tele)communication as soon as reasonably possible with the justification for the reasons of *force majeure* and no later than 30 days from the event leading to the claim for *force majeure*. Otherwise, *force majeure* cannot be implemented, unless there are reasonable circumstances that prevented this claim from being communicated.

26.4. Throughout the duration of a state of *force majeure*, the making or accepting of deliveries is suspended on the condition that it is impossible to carry out the contractual obligations already due. Time limits for delivery are increased according to the length of time by which delivery is prevented through *force majeure*, except for early potatoes for which the parties must make a new agreement.

26.5. If the non-execution of the contract is caused by *force majeure* and it has been properly established by one of the parties and lasts for more than 30 days after notification then either party may, by written (tele)communication, cancel the contract without penalty, provided that they were not in default at the onset of *force majeure*.

26.6. Where weather conditions make harvesting of early potatoes impossible, the seller is not obliged to deliver such potatoes, provided that he immediately informs the buyer by written (tele)communication.

Article 27**Claims concerning quality**

27.1. Following a normal examination for visual defects, the buyer must notify the seller immediately, by written (tele)communication, of any such defects but within:

- 6 working hours after arrival at the destination for early potatoes or when the potatoes arrive in bulk, big bags or other non-identifiable/non-traceable packaging, before unloading the truck.
- 18 working hours after arrival at destination when the potatoes arrive, and the identity of the potatoes cannot be contested.

For potatoes other than early potatoes, defects that only become apparent during unloading the vehicle or vessel, must be notified to the seller immediately after they are discovered, but not later than 18 working hours after delivery.

For deliveries that arrive outside of working hours, the time limits to make a claim start at the beginning of the following working day. This does not apply to potatoes requested for delivery outside of working hours.

This notification of the claim must specify:

- the variety and quantity affected
- the place, date and time of arrival
- the registration number of the vehicle, container or name of the vessel,
- a summarised description of the defects of the potatoes, with photographs where possible
- for seed potatoes the certification number of the lot(s) as stated on the label(s).

27.2. The seller must reply by written (tele)communication within 6 working hours following the receipt of the claim. Even when the seller is liable, 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 potatoes, particularly during extreme weather conditions.

27.3. Claims made during unloading are only valid under the following conditions:

- a) the identification and integrity of the potatoes can be clearly verified and maintained. Under these circumstances the potatoes may be unloaded.
- b) if a) is not possible, the potatoes may only be unloaded with the written agreement of the seller; otherwise, they must remain on the means of transport until the end of the claim's procedure or possible expert assessment.

The costs of waiting or demurrage will be borne by the defaulting party.

27.4.1. All claims made after unloading are only valid under the following conditions:

- a) in the case of latent defects, i.e. when a normal examination of the potatoes by a diligent professional would not have revealed the defect, the date of discovery of the defect is deemed to

be the starting point of the time limit for making a claim in the sense of Art. 27.1, Part I.

However, claims under this article cannot be made later than:

- 10 days after arrival at the destination of the potatoes for seed potatoes,
- 5 days after arrival at the destination of the potatoes for ware potatoes, and 3 days after arrival at the destination of the potatoes for early potatoes, and provided that the identification of the potatoes can be verified, and the potatoes have not been further processed.

b) for seed potatoes, in the case of a progressive disease as defined in Annex 3, the claim must be made before planting, at the latest within 6 weeks after arrival at the destination of the potatoes, provided that the potatoes have remained identifiable and that all evidence is provided to clearly demonstrate that the progressive disease is not a direct result of the handling and storage conditions during that period.

27.4.2. In the case of a quarantine disease as defined in Annex 3, the claim must be made within 10 days from the confirmation of this discovery.

The buyer must take all necessary steps as required by the country's NPPO, while the lot remains identifiable or traceable to demonstrate that the disease already existed within the potatoes at the time of delivery.

In any case, no claim under these Rules and Practices shall be admissible beyond a period of 9 months after delivery to the ultimate buyer.

27.4.3. In all cases, the buyer must act in a professional manner, make every reasonable effort to examine the potatoes, detect possible defects, and maintain the potatoes in the best condition.

27.5. In the event of a claim where there is a chain of parties, or an intermediary is involved in the contracts under these Rules and Practices:

- the claim and the request for the expert assessment procedure must be submitted without delay by written (tele)communication.
- any further information must be sent and relayed to the other parties involved as appropriate without delay by written (tele)communication.
- in any event, the total time limit to be observed within the claim procedure must not exceed the time limits fixed in this article.

27.6. Except as provided in Art. 17.5, Part I, 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 must 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. If the buyer does not notify any defects, the potatoes are considered to be accepted. The same applies if the buyer, having been advised in good time, fails to attend or be represented at the place of loading or dispatch.

27.7. When the contract stipulates an expert assessment to be carried out prior to dispatch, or

where a quality control certificate has been issued, any claim on delivery must be subject to a second expert assessment as set out in Art. 28.10., Part I.

27.8. If the contract so permits, communications between the parties relating to the quality and expert assessments can be made through an intermediary subject to compliance with the applicable time limits.

27.9. 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).

27.10. 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 28 Expert assessment

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

28.1. A party must request an expert assessment whenever the other party does not accept the claims made or does not agree on the amount claimed, either formally or by not replying within the limits given in Art. 27.2., Part I.

28.2. The request for an expert assessment must be made by written (tele)communication, according to the conditions specified in the Rules for Expert Assessment, to the National Expert Assessment Office in the country where the potatoes in dispute are located.

If the country where the assessment must take place is not a member of the European Committee, the request for an expert assessment must be addressed to the European Delegate who will appoint an expert from the European expert list or delegates this task to a RUCIP National Secretariat.

28.3. The request must include the following information:

- a) the name, address, telephone, and other available contact details (such as mobile number and email address) of the parties, together with proof of the reference to RUCIP terms made in the contract,
- b) type and quantity of the potatoes,
- 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) subject of the claim,
- g) notification, if relevant, of an assessment on loading/dispatch.

28.4. The assessment assesses only the defects mentioned in the claim, except in the case of an assessment on dispatch or quality inspection on loading.

28.5. The place for the assessment is:

- a) in the warehouse at destination or the place where the means of transport is located if the potatoes have maintained their identity.
- b) on the means of transport unless the seller instructs otherwise if the potatoes are in bulk or in jumbo bags.
- c) in the warehouse where they are located if the potatoes concerned are seed potatoes which correspond to the conditions laid down in Art. 27.4.1 b), Part I.

28.6. If the contract requires an expert assessment on dispatch, the seller must address the request for that expert assessment to the relevant National Office of the place where the potatoes are located. If the potatoes are in a country where no National Office exists, the request must be addressed to the European Office. The assessment on dispatch must cover all the defects that can be found. The costs of this expert assessment must be paid by the party requesting it.

28.7. In the case of a dispute concerning potatoes which have been the subject of successive sales without re-dispatch, it is the responsibility of the last buyer in the commercial chain to call for an expert assessment. However, any other party in the commercial chain may call for an expert assessment as well.

28.8. The parties may be present or be represented at an expert assessment.

28.9. Each of the parties may request by written (tele)communication a second expert assessment, which must be addressed to the Office where the first expert assessment was requested:

- 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 information about the results according to Art. 7, Part II by the party/parties who were neither present nor represented.

28.10. When a dispute arises on the arrival of the potatoes that have been subject to an assessment on dispatch, as required by the contract, the second assessment must be made following the procedure laid down in Part II, Chapter V. Only the defects mentioned in the claim shall be assessed. The buyer must request the appointment of an expert by written (tele)communication to the relevant National Office of the country where the potatoes are located. If the potatoes are in a country where no National Office exists, the request must be addressed to the European Office. The request must contain the identity of the expert who carried out the assessment on dispatch. The results of the second assessment are binding.

28.11. Notwithstanding Art. 11, Part II, the cost of the expert assessment and, where relevant, that of any subsequent expert assessments, shall ultimately be borne by the party at fault.

28.12. If prior to the assessment, the seller has by written (tele)communication offered the buyer a rebate equal to or greater than that fixed by the expert, the buyer shall bear the costs of the expert assessment.

Article 29**Rebate or refusal**

29.1. The tolerances for rebate or refusal (hereby “the tolerances”) are defined in the contract and/or Articles 7, 8, 9, 10 and 11, Part I.

29.2. These tolerances cannot be deducted from the quantities of defective potatoes as determined by the expert assessment.

29.3. Following the results of the final expert assessment:

- a) If the defects do not exceed the tolerances, the buyer must accept the potatoes without rebate.
- b) If the defects exceed the tolerances, the buyer may decide either to demand a rebate (see Art. 29.4, Part I) or to refuse the potatoes (see Articles 29.5. and 29.6., Part I). The buyer’s decision must be communicated to the seller by written (tele)communication within 2 working hours after receipt of the expert assessment.

29.4. If the buyer chooses to request a rebate, the rebate must be equivalent to the percentage of defects as stated in the expert assessment plus associated costs, and the buyer must accept the potatoes.

The buyer must inform the seller within 15 working days starting from the communication of his decision by written (tele)communication detailing the associated costs claimed.

Should the parties fail to agree the detailed associated costs, these can only be determined by arbitration.

29.5. If the buyer chooses to refuse the potatoes, in his communication to the seller he must inform him that the potatoes remain at the seller’s disposal and specify a time limit to react and to dispose of the potatoes.

If either the time limit of disposal has expired or the result of the expert assessment indicates that the potatoes must be used immediately (disease developing, frost damage etc.), the buyer may:

- a) have them sold by any officially certified person, or by an established broker, after having first informed the seller of the intended sale for his account.
- b) or dispose the potatoes at the seller’s cost.

If the seller gives instructions for the re-dispatch of the refused potatoes, 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.

In any case, the buyer must take, at the seller’s cost, any reasonable measure to safeguard the potatoes.

29.6. In the case of refusal, the buyer may also state in his communication (see Art. 29.3.b), Part I):

- a) if he claims replacement of the refused potatoes; or
- b) if he claims for damages according to the rules laid down in Articles 27.2. to 27.10., Part I. In this case the total of damages cannot exceed the contract value of each of the deliveries. The buyer must give notice within 15 working days by written (tele)communication of the total of the damages claimed. If the parties cannot agree, the amount of damages can only be decided by arbitration.

29.7. If the result of the assessment is in the seller's favour, but the buyer does not fulfil his obligations under Art. 29.3, Part I, the costs of the potatoes and any associated costs are for the buyer's account.

If the buyer does not fulfil his obligation within a time limit, set by written (tele)communication by the seller, the seller can have the potatoes sold by any officially certified person, or by an established broker, for the buyer's account. In this case, the seller must take any measure to safeguard the potatoes, as necessary for the buyer's account.

CHAPTER VIII

DISPUTES

Article 30 **Arbitration clause¹ and preclusion of court of law proceedings**

30.1. All disputes arising from contracts under the terms of the present RUCIP Rules and Practices as well as all Annexes to these contracts, must be decided ultimately by the provisions laid down in the Rules of Arbitration of the European Committee, hereto annexed. The parties expressly renounce any recourse before the judicial order.

30.2. A party required to appear at a court of law can contest the competence of the judiciary and demand to be heard by a RUCIP Arbitration Commission, without prejudice of a subsequent decision of the European or National Delegate.

30.3. However, claims for payment of letters of exchange or credit and/or bank guarantees and actions for uncontested invoices may be introduced in a court of law.

¹ 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 2025 and renounce recourse to civil law.

RUCIP 2025

PART II: RULES FOR EXPERT ASSESSMENT

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GENERAL CONDITIONS

The present Rules for Expert Assessment complements Art. 28 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 must be sent at the latest within 6 working hours (counting from the moment when the conditions of Articles 27.1. and 28.1., Part I apply) by written (tele)communication to Office for expert assessments in the country in which the disputed potatoes are located.

If the country where the potatoes are located is not a member of the European Committee, the request for assessment must be sent to the European Delegate who either appoints an expert from the European list or delegates the task to a RUCIP National Office to appoint an expert.

When it is not possible to organise an assessment, the European Delegate can refuse the request.

Article 2

Only the experts appointed by the National Committees, validated by the European Committee, and named on the lists at www.rucip.eu may carry out an expert assessment.

CHAPTER II ACCEPTING THE REQUEST

Article 3

When the contract has not been concluded under the RUCIP Rules, the competent Office for Expert Assessment has the right to refuse the request for an assessment.

Article 4

4.1. The responsible office for expert assessment will, as soon as possible, appoint a qualified expert and provide, by written (tele)communication, the necessary details to carry out the assessment.

4.2. In agreement with the expert, the responsible office for expert assessment will fix the date and time for the assessment so that it is possible for both parties to be either present or represented. The assessment office will send to the parties, by written (tele)communication, the name of the expert, as well as the place, date, and time of the assessment.

4.3. Neither party has the right to object to an expert unless on the grounds as set out in Annex 9. The party wishing to object an expert must do so, giving the reasons for the objection, by written (tele)communication immediately to the responsible office for expert assessment, with a copy to the other party.

4.4. If the responsible Office for Expert Assessment finds the objection is valid, it will immediately appoint another expert.

CHAPTER III CARRYING OUT THE ASSESSMENT

Article 5

5.1. The parties must provide all relevant information to the expert, including supporting documents, necessary for the assessment, according to the template in Annex 2.

5.2. The assessment must detail the defects which are claimed in the summary of the defects according to Art. 27, Part I.

In the event of an assessment at loading/dispatch, the assessment takes account of all apparent defects.

5.3. The parties must provide the expert with the means (personnel, equipment, lighting, etc.) so that the assessment may be carried out without difficulty.

5.4. The expert is to immediately notify the Office for Expert Assessment when he is unable to carry out a proper assessment of the potatoes.

In that case, the expert must submit a report in the template of Annex 2, giving the reasons for not completing the assessment.

The responsible Office for Expert Assessment may decide to postpone or abandon the assessment and inform the parties, giving the reasons for this decision.

Article 6

6.1. For each disputed lot, the expert must take five-kilogram samples from four different places per 10 tonnes. All samples must be mixed together prior to the assessment.

If required, the expert can arrange for any pertinent analysis to complete the assessment.

The tolerances as detailed in Articles 7, 8, 9, 10, and 11, Part I, must not be deducted from the percentage of the defects found within the assessment.

6.2. The percentage of defects must be calculated by the weight of the defective tubers. If a tuber has several defects, only the most serious defect is measured.

6.3. The parties must not interfere with the assessment. The expert must ignore any opinions or wishes of the parties as to the procedures or the means used for deciding the percentage of defects.

CHAPTER IV FINDINGS AND RESULT OF THE ASSESSMENT

Article 7

On conclusion of the expert assessment, the expert must immediately inform both parties of the percentages of defects found, and depending on the case, the costs as described in Art. 9, Part II.

If one or both of the parties were not present or represented at the expert assessment, the expert must immediately inform by written (tele)communication the absent party(ies) of the information above.

Article 8

The expert must complete a report in the form of the template in Annex 2. The expert must send by written (tele)communication a copy of the report to each of the parties and to the Office for Expert Assessment that appointed him.

Article 9

If the potatoes need to be regraded, the expert must estimate the costs involved, taking account of local circumstances.

CHAPTER V SECOND ASSESSMENT

Article 10

10.1. The parties can, within the time limits fixed by Art. 28.9., Part I request for a second assessment to the office that appointed the first expert. The office will, as soon as possible, appoint a second qualified expert and notify the parties.

10.2. In the case of an international second assessment, the requesting party has the right to choose the nationality of the expert.

10.3. The Office for Expert Assessment will arrange the second assessment as soon as possible under the same rules of the first assessment.

10.4. Should the opinion of the first two experts contradict, the Office for Expert Assessment will, as soon as possible, appoint a third expert. At the request of one of the parties, the assessment office can appoint an expert of a different nationality to that of the parties. The outcome of the third expert assessment is final and overrules the previous assessments.

CHAPTER VI COSTS OF THE ASSESSMENT

Article 11

All fees and expenses of the first and/or second expert assessment must be paid in advance by the requesting party according to the scale fixed by RUCIP as currently published at www.rucip.eu.

The fees and expenses of the third expert assessment must be paid in advance by the party requesting the second assessment.

CHAPTER VII GENERAL CONDITIONS

Article 12

12.1. The experts who appear on the lists in Art. 2 must:

- carry out, or have carried out, commercial or technical duties in the potato business,
- and have been trained as a RUCIP expert.

12.2. The experts must carry out the assessment in an objective manner and without prejudice to any of the rights of the parties. He/she is held by a duty of confidentiality towards third parties.

12.3. It is not allowed that an expert acquire or sell for his own account, or for the account of a third party, any potatoes about which he has carried out an assessment.

Article 13

Any complaints relating to assessments or concerning the conduct of the experts must be sent to the responsible Office for Expert Assessment, stating the reasons for the complaint.

RUCIP 2025

PART III: RULES FOR ARBITRATION

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CHAPTER I GENERAL CONDITIONS - ADMINISTRATION

Article 1

RUCIP Arbitration Authority

1.1. The arbitration office(s) as currently listed on www.rucip.eu are competent for the organisation of the RUCIP arbitration proceedings.

Competence of the arbitration authorities

1.2 The competent arbitration authority for the First Degree is that of the defending party's country and for the Second Degree it is that of a third country, except in the case of a dispute between contracting parties whose registered office is in the same country and/or where the parties have agreed otherwise.

1.3. In the case where there is no arbitration body in the defending party's country, the European Delegate designates the competent arbitration body.

1.4. If the arbitration, at First or Second Degree, takes place in a country where the legislation requires a separate arbitration agreement dating from after the dispute has arisen, the arbitration Secretariat will require both parties to sign such a document as soon as the arbitration request is received.

If the party refuses to sign that document and if the parties have accepted in their contract the applicability of the RUCIP Rules, Art. 12 of Chapter IV is applicable. The defending party shall be deemed to have refused the arbitration, if it has not signed the document within the time limit fixed by the Chair of National arbitration body, the competent National Delegate, or the European Delegate.

1.5. The Arbitration Commission:

- decides on their jurisdiction to arbitrate,
- has the widest possible powers to investigate the case,
- is not bound by procedures, time limits or practices established for tribunals or courts,
- must draft the award in compliance with the RUCIP Rules, unless a consent award is rendered.

The Arbitration Secretariat - List of qualified arbitrators

1.6. Each National Committee and/or its associated organisations function as a RUCIP National Arbitration Secretariat. The list of National Committees and/or associated organisations is published by the European Committee on www.rucip.eu.

1.7. The National Committee and/or associated organisations shall draw up a list of at least six RUCIP Arbitrators.

1.8. The address of the RUCIP National Arbitration Secretariat and the list of Arbitrators must 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 on to the National Committees and/or their associated organisations for distribution/publication on their web sites.

1.9. The Secretariat is in charge of the proper administration of the arbitrations.

1.10. The composition of the Secretariat may be modified by the National Committee, and/or its associated organisations. It shall 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 the Secretariats are bound by a duty of confidentiality towards third parties.

1.11. The European Committee sets up a European RUCIP Secretariat for First- and Second-Degree Arbitrations.

1.12. The European Committee on the proposition of the National Committees and/or their associated organizations draw up a European list of Arbitrators. These arbitrators are also National Arbitrators.

Article 2

Procedural language

2.1.1. Unless otherwise agreed, the procedural language of the arbitration is proposed by the requesting party of the First Degree.

After having received the required deposit from the requesting party, the Secretariat immediately advises the defendant of the arbitration request and the proposed procedural language.

2.1.2. If the defendant objects to the proposed procedural language, he/she:

- has to inform the Secretariat immediately by written (tele)communication, and
- has a time limit of 21 days from receipt of the notification, to agree with the requesting party on an alternative procedural language and notify the Secretariat by written (tele)communication.

2.1.3. Should the parties fail to agree the procedural language within the time limit indicated above, the default language will be English.

2.1.4. The notification of the choice of the procedural language by the competent authority to the parties will be the starting point for all subsequent procedural time limits.

2.1.5 The submissions and evidence of both parties must be presented in the procedural language. The oral hearing is also to be held in the procedural language.

2.1.6 The procedural language to be used in the Second Degree must be:

- That used in the First Degree (as described in Articles 2.1.1 to 2.1.5 of these Arbitration Rules)
- Or English.

Time limits

2.2. The time limits given in the present Arbitration Rules may be prolonged until the next working day if they end on a Saturday, a Sunday or a legal holiday, either in the country where the hearing is to take place or in that of a party concerned. Legal holidays are considered those which are legally official for the whole of the country concerned.

Fees and costs

2.3. The fees and costs of an arbitration are determined by the competent arbitration authority according to the scale laid down by the European Committee and/or the European Delegate, as described on www.rucip.eu. Individual parties' expenses for legal advice and assistance are not considered costs of the arbitration.

Correspondence

2.4. Other than for the initial request (Art 4.3., Part III) and the award (Art 6.20., Part III), the parties may agree to correspond with the Arbitration Secretariat, concerning the arbitration, by email and attachments thereto. That agreement is to be drawn up in the form in Annex 10 and must be signed and returned to the Secretariat by both parties.

2.5. Otherwise, all correspondence between the Arbitration Secretariat and the parties, must be sent by registered letter, with acknowledgement of receipt, whenever this is possible.

2.6. If the parties are legally represented, communications will be sent to these representatives. The parties are to forward to the Arbitration Commission a power of attorney of their representatives.

Article 3

The Arbitrators

3.1. The Arbitrators who appear on the lists provided in Art. 1.7., Part III must be experienced within commercial duties in the potato business. RUCIP arbitrators are those who are listed on www.rucip.eu.

3.2. The Arbitrators are not to act as representatives of the parties and must act with total independence. They are bound by professional confidentiality. After accepting their nomination, the arbitrators must not engage in contact with the parties, or their representatives, on the content of the case.

Objecting to an Arbitrator

3.3. Neither party has the right to object to an arbitrator unless on the grounds as set out in Annex 9.

3.4. The party wishing to object to the appointment of an Arbitrator must do so by written (tele)communication to the competent authority within 10 working days of being informed of the name of the Arbitrator, stating the specific grounds, from Annex 9, for their objection.

3.5. Should any information arise after this time period, that provides specific grounds under Annex 9 for a party to object to the appointment of an Arbitrator, the objecting party must submit their objection by written (tele)communication, stating the pertinent grounds for the objection, to the competent authority within 10 working days of having received this information, provided that this is no later than 10 working days before the hearing, unless this conflicts with mandatory legislation in the country where the hearing is to take place.

3.6. The competent National or European Delegate, as applicable, shall adjudicate the validity of the objection and, if necessary, ensure that the party who appointed the arbitrator appoints a suitable replacement. If the arbitrator in question was appointed by the National Delegate, the European Delegate shall adjudicate the validity of the objection and, if required, appoint a replacement arbitrator.

Refusal of nomination or non-availability of an Arbitrator

3.7. If an Arbitrator is not available or is aware that there are valid grounds for a potential objection against him/her in accordance with Art. 3.3 to 3.6., Part III, he/she must refuse the appointment and immediately inform the competent Delegate thereof. The Delegate must then request the appointing party to appoint another Arbitrator within 10 working days from the date of receipt of the request, failing which the Delegate must proceed to make this appointment *ex officio*.

CHAPTER II RUCIP ARBITRATION COMMISSION – FIRST DEGREE ARBITRATION

Article 4

Arbitration request

4.1. Unless otherwise agreed, the request for arbitration must be submitted to the arbitration authority in the defending party's country, in the country's language or in English.

In the case where there is no arbitration authority in the defending party's country, the request for arbitration must be submitted, in English, to the European Delegate who designates the competent arbitration authority.

4.2. The request for arbitration must be sent to the Secretariat of the competent arbitration authority:

a. Within 9 months from:

- the date the claim was sent in cases relating to:

- the interpretation of a contract,
- the quality, quantity, or packaging of a delivery.

- the date of total or partial termination of a contract, in case of failure to execute a contract, by application of Art. 23, Part I.

b. Within the time limits as prescribed by the law of the country of the registered office of the debtor, for requests that only concern non-payment, where the amount is not contested.

Failing to request arbitration within these time limits, all claims are deemed to be time barred and waived.

4.3. The request for arbitration must be sent by registered letter with acknowledgement of receipt:

- stating the names, professions, and addresses of the parties,
- outlining the claim,
- summarising the disputed facts,
- stating the value of the claim, and
- the proposed language for the proceedings.

The request suspends the time limits of Art. 4.2, Part III with respect to the defendant(s).

Provision of deposit

4.4. The competent authority will notify to the requesting party the amount and the date by which the deposit must be paid. The competent authority reserves the right to require further deposit(s) by specified dates. Any unused deposit will be refunded to the party which paid it.

4.5 If the deposit(s) is (are) not fully paid by the date fixed, the arbitration request is deemed to be withdrawn.

Procedural language

4.6. Unless otherwise agreed, the procedural language is proposed by the requesting party of the First degree.

Once the required deposits have been received, the Secretariat will immediately advise the defendant of the arbitration request and the proposed procedural language.

In the event that the defendant objects to the notified procedural language, Art. 2.1.1 – 2.1.5, Part III apply.

Article 5

Composition of the Arbitration Commission

5.1. The dispute must be decided by a single arbitrator:

- when the arbitration request concerns a dispute with an equivalent value of less than € 25.000
- or with the agreement of the disputing parties.

The National or European Delegate will then proceed with the appointment of a RUCIP arbitrator.

5.2. In all other cases the dispute will be decided by a panel of three arbitrators, two arbitrators appointed according to Art. 5.3, Part III and a third arbitrator appointed by the National or European Delegate. This third arbitrator will be the Chairman of the Arbitration Commission.

Appointment of Arbitrators

5.3. Once the procedural language is notified to the parties, the competent authority will request both parties to each nominate an arbitrator who is competent in the procedural language from the list (Art 3.1, Part III), with the exception in the case of Art 5.1., Part III, in which the arbitration shall be decided by a single arbitrator.

5.4. If a party fails to nominate an arbitrator within 14 days after receipt of the request (Art. 5.3., Part III), an Arbitrator will be nominated by the competent authority.

5.5. In arbitrations with several requesting parties or several defendants, the competent authority requests the group of requesting parties or the group of defendants, as the case may be, to choose a joint arbitrator from the list.

Failing such joint designation within 14 days of receipt of the request, the competent authority shall nominate an arbitrator.

5.6. In the case of an associated claim, or third-party notification, this party is not permitted to choose an arbitrator.

Non-availability or refusal of nomination of an Arbitrator

5.7. The Arbitration Secretariat notifies the parties and the arbitrators of the composition of the Arbitration Commission. The arbitrators have a period of 10 working days from receipt of the notification of their nomination to accept or refuse by written (tele)communication to the Arbitration Secretariat.

If an Arbitrator is either not available or aware that there are valid grounds for a potential objection to be made against him/her in accordance with Art. 3.7. of these Arbitration Rules, he/she must refuse the appointment and immediately inform the competent Delegate thereof. The Delegate must then request the appropriate party to nominate another Arbitrator within 10 working days from the date of receipt of the request. If the party fails to timely nominate, the Delegate shall make this nomination *ex officio*.

Article 6

Submission of documents - The statement of case

6.1. The requesting party must lodge in writing his statement of case by registered (digital) post to the Arbitration Secretariat no later than 30 days after receipt of the notification of the Arbitration Commission under penalty of annulment of his claim. The statement of case must include any documents, evidence, and the names of possible witnesses that the party would rely on in the hearing. The requesting party must provide sufficient copies of all documentation as required by the Arbitration Secretariat. The Arbitration Secretariat must send a copy of the statement of case by registered post to the defending party as soon as possible but no later than 60 days after receipt.

Statement of defence, counterclaim or warranty

6.2. A statement of defence may be submitted by the defending party within 60 days from the date of receipt of the requesting party's statement of claim as provided in Art. 6.1., Part III under penalty of annulment of his claim. This statement of defence must contain any counterclaim or warranty. Any later counterclaim or warranty is considered null and void. The defendant must provide sufficient copies of all documentation as required by the Arbitration Secretariat.

6.3. If the requesting party fails to submit their statement of case within the prescribed time limit, the Arbitration Secretariat shall inform the responding party thereof. The respondent has a period of 60 days from this notification to make any counterclaim arising from the same contract.

6.4. Where a counterclaim or warranty is made by the defendant, the requesting party must respond within 30 days from the notification thereof by the Arbitration Secretariat.

6.5. Without the authorisation of the Chair of the Arbitration Commission, no further submissions by the parties will be allowed.

Notice and Audience

- 6.6. The Secretariat will notify the parties of the place, date, and time of the hearing.
- 6.7. The hearing of the case will be oral.
- 6.8. The parties should, if possible, attend in person. They may be assisted by lawyers or be represented by proxies with power of attorney.
- 6.9. If one of the parties is not present or represented, the Arbitration Commission may nevertheless proceed with the arbitration and make an award.
- 6.10. If the parties fail to attend, the Arbitration Commission may either postpone the hearing or make an award based on the parties 'submissions.

If all parties and the arbitration commission agree, the Arbitration Commission may make an award based on the parties' written submissions only.

Witnesses

- 6.11. The request to present witnesses may be made by the Arbitration Commission prior to or during the hearing. The parties may request a hearing of witnesses in their statement of case or statement of counterclaim or in a written request to the Arbitration Commission, at least 30 days prior to the hearing.

Parties must ascertain that their witnesses are present at the hearing. The Arbitration Commission can only hear witnesses who appear voluntarily.

- 6.12. Any evidence from a witness must be made and recorded in a statement during the hearing. The Chair of the Arbitration Commission may, in countries where the arbitrators have such competence, require a witness to take an oath. If the witness refuses to take an oath when required, they may no longer act as a witness.

Conciliation

- 6.13. The Commission has a duty to attempt to reconcile the parties. Any settlement agreement is to be concluded according to the laws of the country in which the hearing takes place and must be approved by the parties. The Arbitration Commission may at the request of the parties, incorporate the settlement agreement in a consent award.

Deliberation

- 6.14 The deliberations of the Arbitration Commission must take place in the absence of the parties, their lawyers or proxies. During the hearing and the deliberation, the Arbitration Commission may

be assisted by a legal adviser in case of Art. 5.1, Part III and must be assisted by a legal adviser in the case of Art. 5.2., Part III. The Arbitration Commission may be assisted by interpreters. The Arbitration Commission decides by simple majority. Dissenting opinions are not incorporated into the award.

Award

6.15. The award must include:

- a) the names, professions and addresses of the parties;
- b) the names, professions and addresses of the arbitrators and their acceptance of the nomination;
- c) a statement that the arbitrators were appointed according to the RUCIP Arbitration Rules;
- d) the date at which and the place where the award has been made;
- e) The award must be in writing and signed by the arbitrator or arbitrators. In arbitral proceedings with more than one arbitrator, the signatures of the majority of all members of the Arbitration Commission shall suffice, provided that the reason for any missing signature is stated.
- f) summaries of both the requesting party's arguments and those of the defending party. An award made by default of one of the parties contains reference to the means by which that defaulting party has been informed about the arbitration proceedings and the dates by which statements were to be submitted as well as how that party was informed about the date, place and hour of the hearing;
- g) the motivation of the decision answering all relevant arguments of the parties;
- h) the decision of the Arbitration Commission as to the claims and counterclaims of the parties, including a decision on the costs of the proceedings.

6.16. In the case of a consent award, only the information from Art. 6.15 a) to d), Part III, including the terms of the settlement agreement are required.

6.17. The award must comply with the relevant legislation of the country where the arbitration took place and must be written in the language of that country. A translation into the chosen language as required by Art. 4.6, Part III. One copy of the award must be added.

6.18. The award must be served to the parties within 9 months from the date of the constitution of the Arbitration Commission. This period may only be prolonged at the request of the Chair of the Arbitration Commission and approved by the competent National Delegate or European Delegate at the First Degree.

In case of recourse to mediation, the arbitration procedure, including any time limits, must be suspended whilst the mediation takes place.

6.19. In countries where it is applicable, the award will be considered a "draft award" ("projet de sentence").

The award of the First Degree Arbitration Commission becomes final, if there is no request for a Second Degree arbitration following the conditions of Chapter III, Part III.

Notification

6.20. The award must be sent to the parties or their official representatives by registered letter with acknowledgement of receipt according to the legislation of their countries.

If, according to the legislation of the country where the hearing took place, it is necessary to deposit the award at the competent authority, this must be executed according to the local legislation by the competent secretariat.

A copy of the award shall be sent to the European Delegate together with a translation if any.

CHAPTER III RUCIP ARBITRATION COMMISSION – SECOND DEGREE ARBITRATION

Article 7

Competent Bodies and time limits for Second Degree Arbitration

7.1. The request for a Second Degree arbitration shall be sent by registered letter with acknowledgement of receipt to the European Delegate Office, within a time limit of 30 days from the receipt of the arbitration award from the First Degree or suffer foreclosure.

7.2. The request shall be in English, using the form provided in Annex 11, and give a description of the First Degree award (the place and date where it was given and the date of receipt of notification). A copy of the First Degree award shall be attached.

The request shall also propose a procedural language according to Art. 7.3., Part III. A new claim or a new counter claim is not permitted.

The requesting party has the right to choose one arbitrator, who is listed in the European List of Arbitrators (www.rucip.eu) for the procedural language as stated in Art. 7.3., Part III.

If the value of the dispute in Second Degree is 1 million euros or more, then the requesting party has the right to ask that the case shall be decided by 5 instead of 3 arbitrators.

7.3. The procedural language to be used in the Second Degree must be:

- That used in the First Degree (as described in Articles 2.1.1 – 2.1.5, Part III),
- Or English.

7.4. The European delegate will inform the other party and the Secretariat of the Commission of First Degree Arbitration of the request for Second Degree Arbitration.

After this notification, the National Delegate for the First Degree arbitration must send the complete files of the arbitration concerned to the European Delegate.

Article 8

Provision of deposit

8.1. The European Delegate will fix the amount which the appellant must pay as deposit to ensure the payment of the arbitration fee, the expenses, and honoraria for the arbitrators.

8.2. If the deposit is not paid within 30 days after receipt of the notification, the request for arbitration is considered to be withdrawn and the European Delegate will inform the parties and the Secretariat of the First Degree Arbitration Commission. If necessary, the European Delegate may require a

further payment.

Notification to the defending party

8.3. As soon as the deposit is received, the European Delegate will inform the defending party of the appeal made against the First Degree award.

The defending party has the right to choose one arbitrator, who is listed in the European List of Arbitrators (www.rucip.eu) for the procedural language as stated in Art. 7.3., Part III.

If the value of the dispute in the Second Degree is 1 million euros or more, then the defending party has the right to ask within 14 days after receipt of the request, that the case shall be decided by 5 instead of 3 arbitrators and must pay the supplementary deposit required within 30 days. Otherwise, the Arbitration Commission will automatically be composed of 3 arbitrators.

If the defending party fails to nominate one arbitrator within 14 days after receipt of the notification of the appeal, the arbitrator will be nominated by the European Delegate. If the defending party does not agree to the proposed procedural language according to Art. 7.2., Part III, the procedural language will be English.

8.4. 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.

Constitution of the Commission - Nomination of the Chair

8.5. The Chair and the additional arbitrators of the Second Degree Arbitration Commission according to Art. 7.2 and/or 8.3, Part III are nominated by the European Delegate from the list of registered arbitrators.

Any arbitrator who served on the First-Degree Commission is excluded from nomination to the Second Degree Commission.

8.6. The arbitrators will be informed of their nomination by the European Delegate.

Place for the arbitration hearing

8.7. The place for the arbitration hearing will be fixed by the European Delegate. The European Delegate may either decide to administer itself the Second Degree arbitration or delegate it to a National Secretariat.

8.8. If the European Delegate chooses to delegate the arbitration to a National Secretariat, this chosen National Secretariat is then responsible for the logistics of the hearing and will put its resources at the disposal of the European Delegate to carry out the arbitration.

Carrying out the process

8.9. The Second Degree arbitration procedure is carried out according to Art. 6 of Chapter II, Part III except for the time limit stated in Art. 8.4.

8.10. The award must be given and notified within a period of 12 months from the date of the constitution of the Arbitration Commission. At the request of the Chair of the Second Degree Arbitration Commission, this time limit may be extended by the European Delegate. Such extension may only be asked twice for 6 months each.

8.11. The 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 Degree Arbitration. The latter will send a copy to the First Degree Arbitrators.

Article 9

The final award

9.1. The award must be written to comply with the legislation of the country in which the hearing took place.

Serving of the award

9.2. The Second Degree award is final and becomes enforceable according to the legislation of the country where the hearing took place.

9.3. If, according to the legislation of the country where the hearing took place, it is necessary to deposit the award at the competent authority, this must be done according to the local legislation by the competent secretariat.

CHAPTER IV GENERAL CONDITIONS

Article 10 Recourse claims

Recourse claims

A party claiming to have a recourse against a third party may take an action against them.

This third party may, in turn, take an action against another party and so on. If the third party(ies) is (are) bound by an arbitration 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 recourse case in the same award.

Article 11 Arbitration with nationals from countries that 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 European Delegate.

The European Delegate may either decide to administer the arbitration or delegate it to a national secretariat.

Article 12 Refusal to comply with an arbitration award

If the losing party in an arbitration refuses to comply with the dispositions of the award, the other party has the right to have the award made enforceable according to the laws of the country where it has been made. That party may also initiate a European order for payment procedure.

Article 13 Exemption from responsibility

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

ANNEXES

- No. 1 Written telecommunications and written communications (Art. 1.3. of Part I, Rules and Practices)
- No. 2 RUCIP assessment report (Art. 8 of Part II, Rules and Practices)
- No. 3 Progressive diseases and quarantine diseases
- No. 4 Responsibilities European Secretariat and European Delegate
- No. 5 Tolerances allowed in seed potatoes (Art. 7.6 of Part I, Rules and Practices)
- No. 6 Tolerances allowed in early potatoes (Art. 8.5 of Part I, Rules and Practices)
- No. 7 Tolerances allowed in ware potatoes (Art. 9.4 of Part I, Rules and Practices)
- No. 8 Established broker/merchant
- No. 9 Grounds to object to an expert or arbitrator (Art. 4.3 of Part II, Rules for Expert Assessment, Art. 3.3 of Part III, Rules for Arbitration)
- No. 10 Acceptance form concerning the email transmission of documents (Art. 2.4 of Part III, Rules for Arbitration)
- No. 11 Request form for Second Degree Arbitrations (Art. 7.2 of Part III, Rules for Arbitration)

ANNEX No. 1 WRITTEN TELECOMMUNICATIONS AND WRITTEN COMMUNICATIONS

(Art. 1.3 of Part I, Rules and Practices)

In the RUCIP terms and in all exchanges making reference to these terms, written telecommunications are considered to be all documents sent by electronic communication systems with proof of receipt.

For example:

- fax
- email
- WhatsApp
- Messenger
- SMS
- or any other electronic communication systems.

In the RUCIP terms and in all exchanges making reference to these terms, written communications are considered to be all documents sent by non-electronic communication systems with proof of receipt.

ANNEX No. 2 RUCIP ASSESSMENT REPORT

Art. 8 of Part II, Rules and Practices

EUROPEAN RUCIP COMMITTEE
c/o Europatat Rue de Deux Églises 26, 1000 BRUXELLES, BELGIQUE

Name of the expert: _____

Address: _____

Phone: _____

Mobile phone: _____

Email: _____

R U C I P A S S E S S M E N T R E P O R T

in accordance with the Rules and Usages in the Intra-European wholesale potato trade
(to be drafted in quadruplicate)

1. a) Name of the applicant: _____

b) Address: _____

2. a) Name of the counter party: _____

b) Address: _____

3. a) Description of the potatoes

- Variety: _____
- Class: _____
- Origin: _____
- Size: _____
- Packaging: _____
- Frost protection: _____
- Temperature of transport: _____
- Method of dispatch: _____
- Other: _____

b) Declared weight: _____

4. Means of transport (truck/trailer, container, rail wagon, vessel): _____

5. a) Condition of means of transport: _____

b) Number, license plate and/or name of vessel: _____

c) Place of departure: _____

d) Date of departure: _____

e) Date and time of arrival: _____

f) Date and time when effectively placed at disposal:

g) Air vents and/or hatches open or shut?

State of the exact claim, made by the applicant:

STATEMENT OF THE EXPERT

7. a) Place of the expert assessment:

b) Date and time of expert assessment:

8. Persons attending the expert assessment

a) For the seller:

b) For the buyer:

c) Others:

9. Were the potatoes in the means of transport or unloaded at time of the assessment?

10. Were the potatoes in bulk, in bags, big bags, boxes or crates?

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11. a) Had unloading commenced?

b) If so, what was the estimated weight of the unloaded portion?

c) Where were the unloaded potatoes?

12. Frost protection

- Type:

- State:

- Coverage:

13. General appearance of the potatoes:

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14. a) What quantity of potatoes is submitted for expert assessment? _____

b) Description of sample distribution: _____

c) Total weight of the samples taken: _____

d) Examination procedures used:

e) Temperature of the tubers:

15. Examination of applicant's claims, and detailed description of the expert's findings, detailing the percentage **by weight of** each **relevant** defect **claimed**.

16. a) Are the defects transport related? _____

b) If so, entirely or in what proportion? _____

c) Reasons for above answers: _____

17. a) In its present state, are the potatoes fit for the use for which they have been purchased?

b) Estimate the total costs for regrading the potatoes: _____

OBSERVATIONS AND PHOTO REFERENCE

C O S T S

Assessment fee: _____

Travelling expenses: _____

Postal fees:

Remuneration:

Other costs:

TOTAL _____

Place: _____ Date: _____

Signature:

ANNEX No. 3 PROGRESSIVE AND QUARANTINE DISEASES

A) Progressive diseases

Council Directive 2002/56/EC (<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02002L0056-20240109>) on the marketing of seed potatoes defines in its Annex II the minimum quality conditions for lots of seed potatoes.

Paragraph (2) relates to: dry and wet rot combined, except if caused by *Synchytrium endobioticum*, *Clavibacter michiganensis* subsp. *Sepedonicus* or *Ralstonia Solanacearum*.

One will provide himself for the last version of that Annex or any text repealing or amending that directive.

B) Quarantine diseases

Quarantine diseases shall mean:

- *Clavibacter michiganensis* ssp. *Sepedonicus*
- *Ralstonia solanacearum*
- *Meloidogyne chitwoodi* et *fallax*
- *Globodera rostochiensis* et *pallida*
- *Synchytrium endobioticum*

At any time, this limitative list may change based on Art. 5 of the Regulation (EU) 2016/2031 (<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02016R2031-20250105&qid=1739201916152>) on protective measures against pests of plants and implemented by Commission Implementing Regulation (EU) 2019/2072 (<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02019R2072-20240815&qid=1739201965673>) or any text repealing or amending that regulation.

ANNEX No. 4 RESPONSIBILITIES EUROPEAN SECRETARIAT AND EUROPEAN DELEGATE

The position description and responsibilities of the European Secretariat and the European Delegate as defined on page 4 of the current Rules are explained as follows:

European Secretariat: The Secretary General of Europatat is responsible for administering the European Secretariat. The European Secretariat is responsible for:

- a) Managing day-to-day administration;
- b) Preparing the budget and reporting with the assistance of the European Delegate;
- c) Organising and participating in meetings of the European RUCIP Committee;
- d) Organising meetings of the RUCIP Working Group to revise the rules;
- e) Handling internal and external communications;
- f) Ensuring that the adequate trainings of national secretariats, arbitrators and experts takes place.
- g) Compiling data to work out and regularly publish updates of the European and national lists of arbitrators and experts.

European Delegate: The European Delegate is appointed by the European Committee following (a) nomination(s) from the European Secretariat. The European Delegate is responsible for:

- a) Dealing with First Degree arbitration requests from countries without a national secretariat. The European Delegate may either decide to administer the arbitration or delegate it to a national secretariat;
- b) Dealing with Second Degree arbitration requests. The European Delegate may either decide to administer the arbitration or delegate it to a national secretariat;
- c) Dealing with expertise requests from countries without a national secretariat. The European Delegate may either decide to administer the expertise request or delegate it to a national secretariat;
- d) Supporting the RUCIP Secretariat with the preparation of the budget;
- e) Participating in meetings of the Europatat RUCIP Commission and its Working Groups.

ANNEX No. 5 TOLERANCES ALLOWED IN SEED POTATOES

Art. 7.6 of Part I, Rules and Practices

Defects	Seed potatoes: tolerances allowed by weight of affected tubers		Cumulative tolerances
	%	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 3, for which no tolerance is allowed.	
b) common scab	5%	of tubers affected on over 1/3 of the surface.	
c) silver scurf	5%	of tubers affected. Only tubers which have significantly lost some of their turgidity and with at least one eye affected are considered to be affected.	Total tolerance 6% by weight from a) to e) inclusive
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%	of tubers affected, on condition that the sprouts are not at a more advanced stage than: - practically not sprouted up to 31 st January - > 10 mm from 1 st February to 15 th March - > 15 mm from 16 th March	
h) out of size	3%	in total of tubers outside of the specified size	
i) presence of earth and foreign bodies	2%	by weight	

ANNEX No. 6 TOLERANCES ALLOWED IN EARLY POTATOES

Art. 8.5 of Part I, Rules and Practices

Defects	Early potatoes: tolerances allowed by weight of affected tubers	Early potatoes: allowed as long as the defect does not damage the appearance or the quality of the lot
a) Defects limited to 4%		
cracks, fissures, cuts, bites, bruises, holes	deeper than 2 mm	from 0 to 2 mm deep
fresh crevices	idem	idem
misshapen tubers	serious	slight
wizened tubers	whatever the size of the defect	excluded
internal defects, eg: rust, spraing, hollow centres	whatever the size of the defect	excluded
superficial brown skin stains due to sunlight	whatever the size of the defect	excluded
superficial common scab	covering more than 1/4 th of the surface to a limit of 1 % within the tolerance of 4 %	covering up to 1/4 th of the surface
deep common scab, powdery scab	deeper than 2 mm	from 0 to 2 mm deep
greening of tubers	greater than 1/8 th of the tuber surface and/or one peeling deep or any intense greening with a limit of 1 % inside the tolerance of 4 %	slight, covering 1/8 th or less of the surface and less than one peeling deep
- 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) Defects limited to 1%		
waste (earth whether adhering or not), foreign bodies		excluded
c) Defects limited to 2%		
other varieties		
d) Defects limited to 3%		
oversize/undersize tubers different to that agreed in the contract	no tuber less than 22 mm or 10 g	

e) Zero tolerance		
uniformity of skin and flesh colour		
quarantine diseases, see Annex 3		

ANNEX No. 7 TOLERANCES ALLOWED IN WARE POTATOES

Art. 9.4 of Part I, Rules and Practices

Defects	Ware potatoes: tolerances allowed by weight of affected tubers	Ware potatoes: allowed as long as the defect does not damage the appearance or the quality of the lot
a) Defects limited to 6%		
cracks, fissures, cuts, bites, bruises, holes	deeper than 2 mm	from 0 to 2 mm deep
growth cracks	idem	idem
bruising	idem	idem
Deformed tubers	serious	slight
Wizened tubers	whatever the degree of the defect	excluded
sprouted tubers	with sprouts longer than 3 mm	with sprouts from 0 to 3 mm long
deep common scab, powdery scab	deeper than 2 mm	from 0 to 2 mm deep
superficial common scab	more than 1/4 th of the surface	up to 1/4 th of the surface
greening	more than 1/8 th of the surface and/or more than one peeling deep	slight, covering 1/8 th or less of the surface and less than one peeling deep
- 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) Defects limited to 2%		
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 in the contract		
c) Defects limited to 3%		
oversize/undersize tubers different to that agreed in the contract		
e) Zero tolerance		
quarantine diseases, see Annex 3		

ANNEX No. 8 ESTABLISHED BROKER/MERCHANT

An established broker/merchant can be, depending on the country:

- A sworn and/or licensed broker/merchant dealing regularly with potatoes;
- A registered broker/merchant dealing regularly with potatoes for a minimum of 5 years.

ANNEX No. 9 GROUNDS TO OBJECT TO AN EXPERT OR ARBITRATOR

Art. 4.3 of Part II, Rules for Expert Assessment Art. 3.3 of Part III, Rules for Arbitration

A party may object to the nomination of an expert or arbitrator if the expert or arbitrator:

- a) is one of the parties, or a shareholder of, or co-debtors with one of the parties, or if one of the parties may exercise a right of recourse against him/her
- b) has maintained extra-professional relations with an executive or shareholder of one of the parties;
- c) is related, either directly or indirectly, to one of the parties or to the intermediary;
- d) is related to one of the parties by blood in the collateral line up to the third degree, or related by marriage/civil partnership up to the second degree, even if this marriage/civil partnership has since been dissolved;
- e) directly or indirectly owns shares in the capital of one of the parties;
- f) has already been mandated to perform proceedings or in which the expert has acted as an advisor in this case;
- g) is acting, or has acted, as a legal representative of one of the parties;
- h) has given testimony within this case;
- i) has acted as a broker or public seller or has provided expert advice within this case;
- j) has provided price certification within this case.

**ANNEX No. 10 ACCEPTANCE FORM CONCERNING THE EMAIL
TRANSMISSION OF DOCUMENTS**

Arbitration Secretariat: _____

Case: _____

Our number: _____

Sender

Name: _____

Address: _____

Email: _____

Please fill in, sign, and return by email to: _____

**ACCEPTANCE FORM CONCERNING THE
EMAIL TRANSMISSION OF DOCUMENTS
(Art. 2.4 of Part III, Rules for Arbitration)**

Other than for the initial request (Art 4.3) and the award (Art 6.20) and to reduce the amount of paperwork, the arbitration secretariat shall send all documents relating to the proceedings by email only, enclosing an acknowledgement of receipt, which the parties must sign and return to the arbitration secretariat immediately upon receipt, so that the arbitration secretariat has proof of receipt of all documents.

The parties are aware that the email transmission is not encrypted.

I consent to the transmission of the documents relating to the above-mentioned arbitration proceedings by email as described above.

Date and place: _____

Signature: _____

ANNEX No. 11 REQUEST FORM FOR SECOND DEGREE ARBITRATIONS

To the European RUCIP Delegate Office

Name: _____

Address: _____

Email: _____

Sender

Name: _____

Address: _____

Email: _____

REQUEST FORM FOR SECOND DEGREE ARBITRATIONS (Art. 7.2 of Part III, Rules for Arbitration)

I herewith request a Second Degree arbitration in the case

A copy of the First Degree award is attached.

Parties

Place and date of the First Degree award:

Date of receipt of the First Degree award:

Value of the claim of the First Degree award:

I request the case to be decided by 5 instead of 3 arbitrators (only if the value of the dispute in Second Degree is 1 million euros or more). (YES/NO): _____

Proposed procedural language (the language of the First Degree arbitration or English):

Chosen arbitrator(s) (from the list on www.rucip.eu):

Further remarks:

Date and place:

Signature: