



Institut Français des Boissons, de la Brasserie et de la Malterie
Association Loi 1901

COMPANY
STREET and Nr
ZIP CODE and TOWN
COUNTRY

N/ref.: CR/PIXXYZZZZ

Dear Mrs/Messrs,

Please find enclosed the contract concerning the participation of your laboratory in IFBM network laboratories analyses on maize grits during the **current campaign** (January to December XXXX-11 monthly rounds including 11 pairs of A and B maize grits samples).

Please send back as soon as possible to IFBM:

- This signed and dated contract
- The XXXX contact form between IFBM and your laboratory about terms of invoicing, delivery of samples and receipt by email of monthly reports.
- An official purchase order with participation fees

Yours sincerely.

Christophe RAMPONT
IFBM Network Laboratories Analyses Manager

EE

Marc SCHMITT
IFBM General Manager

FF





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XXXX CONTACT FORM BETWEEN IFBM AND THE PARTICIPANT TO THE IFBM NETWORK LABORATORIES ANALYSES

<p>OUR COMPANY NAME AND COMPLETE ADDRESS FOR RECEIPT OF MAIZE GRITS SAMPLES (to complete)</p>	<p>OUR COMPANY NAME AND COMPLETE ADDRESS FOR INVOICING OF CAMPAIGN (to complete)</p>
<p>ADRESSEES(S) OF SAMPLES (to complete) First name/Last Name: ☎: Email:</p>	<p>ADRESSEES(S) OF YEARLY CONTRACT (to complete) First name/Last Name: ☎: Email:</p>

- **The reference of purchase order** concerning our participation to the XXXX IFBM network analyses on maize grits **is** (This reference of P.O will be printed on each set of quarter/semi-annual or annual invoices): **to complete**

- **The fee concerning our participation to this campaign (by default 30 days end of month as payment terms) will be invoiced by IFBM in one or two commercial invoice(s) during the year XXXX**

- **In the case that our company accepts electronic bill, please here is our accountancy email for receipt of each set of IFBM e-invoices:**.....@.....

- Here are below emails for addressee(s) of the IFBM monthly e-reports during the XXXX campaign concerning our laboratory PIN Nr **VVV** -(Please note that no paper report will be printed and sent by IFBM using postal or any else transport services

First Name/Last Name:email: @

First Name/Last Name:email: @

First Name/Last Name:email: @

Date:/...../.....

Stamp/Signature:

THIS FORM HAS TO BE FILLED AND RETURNED ASAP BY EMAIL WITH THIS XXXX CONTRACT TO [EE](#)

WE THANK YOU TO AVOID UNCLEAR TERMS «AS BEFORE, AS PREVIOUS CAMPAIGN, ...» TO FILL THIS FORM





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**IFBM NETWORK ANALYSES ON MAIZE GRITS
YEARLY CONTRACT Nr PIXXYZZZZ
XXXX CAMPAIGN**

January XXXX





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IFBM NETWORK ANALYSES ON MAIZE GRITS-XXXX YEARLY CONTRACT

Reference: PIXXYZZZZ

IFBM: Marc SCHMITT, IFBM General Manager

Email: [FF](#)
Christophe RAMPONT, IFBM Network Laboratories Analyses Manager

Email: [EE](#)

Customer: Company: COMPANY
Contact: UU
Address for delivery of samples: STREET and Nr
ZIP CODE and TOWN
COUNTRY

☎: SS : Email: [TT](#)
PIN of laboratory: VVV
TAX or VAT ID-Nr/EORI Nr/NIT/BTW/MWST/CNPJ/UIT/PIB/ABN/I.E-Nr:
«NTVA»/ EORI Nr (To complete):.....

QUALITY

IFBM is certified according to the NF EN ISO 9001 v.2015 standard for the organization of network analyses on malt and maize grits and for the production of EBC Standard Malt.

HOW DOES IT WORK?

IFBM requests during a campaign and to industrial maize millers a total of 22 pairs of maize grits batches (with analytical characteristics as similar as possible for the 2 references of a pair). Then homogenization and sampling of these batches are performed to create 2 references of A and B monthly samples.

The IFBM network analyses consist in monthly sendings to all participants from January to December XXXX of one pair of A and B maize grits samples.

Each pair of samples is monthly analysed by laboratories **which send their results back to IFBM usually before the last day of the month-Results may no longer be taken into account in statistics beyond several days after the deadline put in the mails joined to the samples.** (the input data in an English version on the <http://til.qualtech-groupe.com/Pages/Password.php?Langue=2> site is performed by each participant using secured login and password).

These data receive an adequate statistical processing. Then, each participating laboratory receives by email a monthly report gathering all collected data and displaying a series of graphs which provide a quick synthetic visual appreciation of how the results are scattered around; each laboratory is identified by a confidential PIN (Personal Identification Number). The reports may also indicate the used analytical/reference methods, type of apparatus. It may also provide hints and clues for a troubleshooting approach.

If needed at the end of a campaign all participants may be potentially invited to a presentation of overall results concerning these past network analyses-subject to the condition that participants request it and/or are sufficiently numerous to a meeting

Each laboratory is committed to participate throughout the whole duration of the aforementioned campaign unless exceptional event as its cessation of activities.

This contract of participation in the IFBM network analyses is renewed by tacit agreement. Then each laboratory receives a new contract with updated modalities for its participation to the following campaign.

However each laboratory can use a notice of 60 days prior the end of the current campaign to end its membership to the IFBM network analyses on maize grits.





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WHAT DOES IT COST?

For the **whole XXXX campaign**, the participation fees (11 monthly rounds) are **RR €** excluding charges for delivery of samples out of France. Other charges concerning VAT, phytosanitary or origin certificates, attestation for exportation, customs clearance fees, shipment of goods or documents to customs brokers, fuel surcharge and airport security taxes are charged in addition of these fees.

JOINING DURING THE YEAR...

When a new laboratory decides to join the "ring" during the current campaign, it receives the 3 pairs of samples of the quarter corresponding to the date of its entering. This laboratory has to return to IFBM its first results corresponding to the samples of the month of its entering. Thus the new participant will be immediately included in the monthly report corresponding to the month of its entering.

This laboratory may also receive the previous monthly reports corresponding to the samples that it would have analysed if it had joined this program during the first month of this quarter. Thus it may analyse these remaining pairs of samples (already analysed by other participants) and manually put its results on the charts and graphs. It therefore has a clear vision of its positions vs. all the other laboratories before the month of its entering.

INVOICING...

The participation fee as well as the transport and document charges are usually charged quarterly, semi-annually or annually in Euros (€) to participants and must be paid by money/wire transfer **only upon receipt of IFBM commercial invoices** (terms of payment are usually 30 days end of month). All charges issued by the participant's bank or concerning delivery of specific documents separately from the samples (as for customs clearance), as well as additional charges for a right delivery of samples are charged back by IFBM to the customer.

We regret to inform our customers that if invoices remain outstanding, our internal accountancy rules may suspend shipment of the maize grits samples until payment of these invoices.

IFBM favors sending of e-invoices by email. If your company cannot receive an e-bill please complete page 2 of this attached contact form with your company's name and complete address for the receipt of these "paper" invoices.

The transport charges may change according to evolution of transport conditions, the weight of samples, the customs duties, the rates evolution of carriers, the moved away zones of delivery, the addition of fuel taxes/airport inspections or any else taxes...

In order to facilitate IFBM administrative office, customers are invited to provide us **an official order compatible with their Accountancy department and including the Tax or VAT ID-Nr/EORI/NIT/BTW/MWST/CNPJ/I.E /PIB/CUIT/ABN Nr of their company (to complete/verify/rectify page 4 too)**. These data will be printed on each set of IFBM invoices.





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IN BRIEF...

Participation to **11 rounds for the XXXX campaign of IFBM network laboratories analyses on maize grits** includes:

- Monthly deliveries of 11 pairs of maize grits samples from January to December XXXX
- The receipt by e-mail of corresponding monthly reports
- The participation to a potential annual meeting if requested.

Participants (in particular foreigner customers) will find below the **zoning on 1st January XXXX** corresponding to the range of the transport charges for their monthly samples (carton with weight of ~ 2,0 kg). Transport carriers as TNT/FedEx/DHL or any else chosen by IFBM are using economic and secured air/road service. Additional charges concerning delivery of specific export documents or delivery of samples in moved away zones may be potentially charged to participant. **In order to take into account troubles concerning clearance or potential rated adjustments on fuel surcharges charged by carriers during a disturbed period (as Covid-19 period or any else) an *express service with higher costs in comparison of costs put in page 7 of this contract may be used by IFBM (and without preliminary information of customer) to assure a right delivery of samples**

TNT ZONING	FEDEX ZONING	DHL ZONING	COUNTRIES (non exhaustive list)
1	R	1	Belgium, Germany, The Netherlands
2	W	1	Spain, United Kingdom ⁽⁴⁾ , Italy
4	T	2	Poland, Portugal, Sweden, Finland, Denmark, Switzerland ^{****}
4	T	3	Czech Republic, Hungary ^{**} (4), Romania ⁽⁴⁾ , Slovakia, Norway ^{****} , Turkey ^{****} , Bulgaria
5	V	5	Russia*, Ukraine ^{*(1+4)} , Serbia ^{***}
6	A	6	Canada*, United States of America*
7	B	7	Japan ^{**} (1+3), Popular Republic of China ^{*(1+3+4+5)} , Thailand*, Philippines*, India ^{*(1+2)}
8	D	8	Chile ^{*(1+3+4)} , South Africa, Argentina ^{*(1+2+3)} , Australia ^{*(1+2)} , Colombia ^{*(1+2+3)} , New Zealand ^{*(1+2+3)} , Brazil ^{*(1+2+3)} ,
9	E	8	Ethiopia ^{*(1+3)} , Uruguay ^{*(1+3)} , Peru ^{*(1+3)} , Madagascar ⁽³⁾ , Democratic Republic of Congo ⁽³⁾ , Kazakhstan ⁽³⁾
10	G	7	Guadeloupe, Martinique, Saint Barthelemy, Saint Martin, Ile de la Réunion
0	0	0	France ^{***}

International deliveries by TNT/FedEx/DHL will be performed with a fuel surcharge equal to CC % and a security tax equal to BB € per carton

** Only postal service is used for these countries

***Deliveries to France by TNT/FedEx/DHL/La poste will be performed with a fuel surcharge equal to QQ % and a security tax equal to PP € per carton

**** DD € of additional charges are applied for these countries

(4) NN € of charges and per carton for delivery to distant areas may be additionally charged by carriers

Rates are indicated in euros (€) excluding VAT, phytosanitary and/or origin certificates, customs duties.

(6) Please note that these rates are subject to change without notice and without preliminary information of participant, according to the used carrier (Fedex, Ups, Dhl, Tnt...), their express or economy services, their rates update, fuel surcharge or any unexpected event.





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PARTICIPATION FEE CONCERNING YOUR LABORATORY IN NETWORK ANALYSES ON MAIZE GRITS:

Total fee concerning the participation of your laboratory during the **XXXX** campaign are:

Participation to 11 monthly rounds (22 maize grits samples):	JJ €
11 monthly expeditions of samples:	KK €
Extra charges	LL €
TOTAL excluding VAT⁽¹⁺²⁺³⁺⁴⁺⁵⁺⁶⁾:	MM €

(1) Excluding charges of one potential phytosanitary certificate per expedition for customs clearance and only for out of E.E.C countries (II € on 1st January XXXX which are charged back to the participant).

(2) Excluding additional charges as certificate of origin, delivery of original documents to a broker by express mail, specific contracts or other required documents by the customer as protocol of performed work, act of work acceptance, prior notice, potential charges and duties for customs...; These additional charges will be directly paid by the customer or will be charged back by IFBM to the participant

(3) Delivery of samples may be performed by another carrier than TNT/FedEx/DHL or by using of the customer carrier account when this one is chosen by the participant

*(4) Excluding potential **NN** € of additional charges per expedition for delivery to distant areas*

(5) Excluding bank charges deducted of payments of IFBM commercial invoices.

This contract is valid for the period 1st January XXXX to 31th December XXXX.

PLEASE YOU HAVE TO CONFIRM THE PARTICIPATION OF YOUR LABORATORY TO THE XXXX CAMPAIGN OF IFBM NETWORK LABORATORIES ANALYSES ON MAIZE GRITS BY SENDING BACK ASAP THIS APPROVED CONTRACT AND AN OFFICIAL PURCHASE ORDER

A written amendment will be emitted for every change in the conditions described in this contract.

The IFBM general terms, conditions of sale and IFBM bank details are presented below.

Vandoeuvre les Nancy, HHHH

Date (**to complete**):

For IFBM

For laboratory PIN Nr: **VVV**

I accept the above terms and conditions of this contract.

Marc SCHMITT
IFBM General Manager

Name and Job:

Christophe RAMPONT
IFBM Network Laboratories Analyses Manager

Stamp and signature:





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Please find below the rates during XXXX concerning additional maize gritz samples** from IFBM network laboratories analyses that IFBM may sale to participants

*Number of Units (~0, 65 kg net weight)	Unit price in Euros (€) ⁽¹⁾
1 to 3	GA
4 to 5	GB
6 to 10	GC
11 to 20 ⁽²⁾	GD
> 10 units of one single reference ⁽³⁾	According to specific study and quotation

* Possibility to choose several references of samples in one order

** A variable quantity of units is available depending to dates of order and stock status

⁽¹⁾ These rates are valid from 1st January XXXX to 31th December XXXX excluding delivery of samples, bank or documents charges, export duties/taxes...

⁽²⁾ Quantity usually delivered with a minimum of two references of samples except case ⁽³⁾

A variable maximum quantity of 1 to ~10 units of one single reference may be usually available for sale just after the passage of this reference in the corresponding monthly round

⁽³⁾. If a participant needs more than 10 units of one single reference then a preliminary IFBM feasibility study has to be planned 3 months minimum before the passage of this reference in one monthly round.



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7, rue du Bois-de-la-Champelle
B.P. 267 - F 54512 Vandœuvre Cedex
Tél : +33 (0) 3 83 44 88 00 - Fax : +33 (0) 3 83 44 12 90 - <http://www.ifbm.fr>
SIRET 783 328 370 00029 - APE 743 B - SNVB Nancy 30087-00060-0293496041 N 51
TVA FR 72783328370

Reference Nr. PIXXYZZZZ

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IFBM - GENERAL TERMS AND CONDITIONS

1. GENERAL

Unless otherwise stipulated in our documentation, all services provided and all sales of products performed by IFBM are subject to the terms of sales stipulated hereinafter, which prevail over all terms of purchase.

Additional conditions may complement these general terms & conditions.

To be valid, any amendment to these terms and conditions must be specified in the order form and must have been expressly agreed in writing by the customer and IFBM.

2. ESTIMATES

Tariffs for IFBM standard analyses and services are available upon request at IFBM's sales department. Any non-standard service requires a price estimate. This price estimate stipulates the exact nature of the service to be performed, the relevant analytical methods and the delivery time.

3. PURCHASE ORDER

All orders placed with IFBM, whether standard or non-standard, must be accompanied by a purchase order typed or printed on the customer's headed notepaper, duly signed by the customer or on behalf of the customer, by an authorized officer.

Issuance of a purchase order by the customer means acceptance of the present terms and conditions.

4. ACCEPTANCE OF ORDER

Orders reproducing the terms of a price estimate issued by IFBM, or orders for services following the tariffs for standard analyses are accepted without conditions by IFBM.

Orders which deviate substantially from these terms and conditions or orders placed directly by a customer will be considered as valid only after an explicit written acceptance by IFBM.

5. DELIVERY TIMES

Delivery times and analysis times are provided for information purposes and do not under any circumstances constitute a commitment by IFBM. In particular, delays should not allow a customer to cancel an order, to refuse the results nor to claim for compensation, whatsoever.

Notwithstanding this reservation, IFBM shall apply all reasonable efforts to meet the deadline that it may give.

6. COMMITMENT OF IFBM

The sole commitment which binds IFBM to a customer is to deliver a service or an analysis bulletin summarizing the parameters which have been analyzed, the results found, the methods of analyses and, possibly, the confidence intervals.

IFBM undertakes analyses with its own expertise and analytical equipment, in the best conditions that the technology developed by our company can provide. Consequently, customers are not entitled to allege another analytical technique to dispute the results and refuse payment.

IFBM cannot be held liable for delays, errors, damage or any demerit in the performance of its obligations due to force majeure, including, for instance, war, internal or external strikes, equipment breakdown, fire, floods, etc.

7. SAMPLES

Under normal circumstances, samples submitted for analyses are considered with no commercial value. Consequently, customers should not claim whatsoever for compensation if such a sample is lost.

Should samples be drawn by IFBM officers, the company shall be entitled to claim for a compensation corresponding to the costs incurred for this mission.

If a dispute arises between IFBM and one of its customers, provided that IFBM accepts the claim, a new analysis will be carried out; inasmuch there is a sufficient quantity remaining for analysis. By no means will a new analysis be carried out in a fresh sample supplied by the customer, except when such customer is a sworn controller, submitting a sealed sample, identical to the original.

8. PRICE

For analyses carried out under normal circumstances, prices are exclusive of taxes and are based on the tariffs in effect on the day the offers are issued. Applicable taxes are those that are in force at the date of invoicing.

For urgent analyses a mark-up will be applied to the standard tariff.

9. TERMS OF PAYMENT

Payments shall not include discounts and are payable at IFBM head office, within 30 days from the date of invoice.

No discounts shall be granted for advance payment.

10. PENALTIES

It is expressly understood that according to art. 33 § 2 & 3 of the modified ordinance of Dec. 1st, 1986, any payment not received by the stipulated date at our invoice address shall bear interest at 1,5 times the legal bank charge rate without prior notice, until full settlement.

Moreover, if a customer fails to settle one instalment, all other pending instalments will become due, even if drafts have been accepted for these remaining deferred payments.

IFBM also reserves the right to cancel or withhold orders remaining to be delivered.

In the event where IFBM is obliged to raise a claim against a customer via a solicitor, the customer will have to pay a lump sum amounting to 15% of the outstanding invoices.

11. TRANSFER OF OWNERSHIP

Following the terms of the law of May 12, 1980, the transfer of property and the right to use our reports and analysis results are subject to the full settlement of the price involved.

12. CLAIMS

Claims will be taken into account if they are notified within 8 days from the date of reception.

13. CONFIDENTIALITY

IFBM forbids itself and its officers to communicate to third parties, without the prior written consent of its customers, on the works it has been entrusted by them.

14. USAGE OF RESULTS

Only original documents or certified copies may be used and are opposable to third parties. IFBM will never modify nor adulterate any document once it has been released.

The results of analyses are reserved for the sole, internal use by the immediate customer of IFBM. Customers shall specifically refrain from using these results or disclosing them to third parties without our written agreement. In any event, even when IFBM has given its written agreement for disclosure, customers will hold IFBM harmless against all consequences whatsoever if that such disclosure may have prejudiced third parties or customers themselves.

15. LIABILITY

In all events IFBM's liability shall be limited to the price paid by the customer for the analysis of the sample which is disputed.

16. APPLICABLE LAW / JURISDICTION

The French law applies to all contracts, orders, and services undertaken by IFBM. Any dispute arising from an order received by IFBM shall be settled by the commercial court of Nancy, or by any French court of higher level.



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