

# iFBM

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/PIXXYYZZZZ**

Dear Mrs/Messrs,

Please find enclosed the contract concerning the participation of your laboratory in IFBM network laboratories analyses on malt during the **current campaign** (January to December XXXX-11 rounds including 10 pairs of A and B malted barley samples during 10 months and 1 pair of A and B malted wheat samples during one alone month).

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  
Network Analyses Manager  
**EE**

Marc SCHMITT  
IFBM General Manager  
**FF**



Pôle Technologique de Nancy-Brabois  
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**XXXX CONTACT FORM BETWEEN IFBM AND THE PARTICIPANT TO THE IFBM NETWORK LABORATORIES ANALYSES**

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

- **The reference of purchase order** concerning our participation to the XXXX IFBM network analyses on malt 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 invoice(s) during 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 MALT  
YEARLY CONTRACT Nr PIXXYZZZZ  
XXXX CAMPAIGN**

**January XXXX**



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## IFBM NETWORK ANALYSES ON MALT-XXXX YEARLY CONTRACT

Reference: PIXXYZZZZ

IFBM: Marc SCHMITT, IFBM General Manager

E-Mail : : [FF](#)

Christophe RAMPONT, Network Analyses Manager

E-mail: [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/CUIT/PIB/ABN/I.E-Nr:  
«NTVA»/ EORI Nr (To complete):.....

### QUALITY

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

#### HOW DOES IT WORK?

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

The IFBM network analyses on malt consist in sending quarterly to all participants 2 or 3 pairs of A and B malt samples from January to December XXXX

Each pair of samples is monthly analyzed 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 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 personal 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 following campaign of IFBM network analyses on malt.**



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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. Other charges concerning VAT, phytosanitary or origin certificates, attestations for exportation, customs clearance fees, shipments of goods or documents to customs brokers, fuel surcharges and airport security taxes are charged in addition to these fees.

In order to keep these shipment charges as low as possible, samples are usually sent quarterly to participants.

## JOINING DURING THE CAMPAIGN...

When a new laboratory decides to join this program during the campaign, it receives the 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. So the new comer 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 the ring during the first month of this quarter. So it may analyse these remaining pairs of samples (already analysed by other participants) and put manually 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 fees 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 sending 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 malt samples until payment of these invoices.

**IFBM favors sending of e-invoices by email. If your company cannot receive 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 the weight of samples, the customs duties, the rates evolution of carriers, moved away zones of delivery, additional fuel taxes, airport taxes or any else taxes...

In order to facilitate IFBM administrative office, customers are invited to provide **an official order compatible with their accountancy department and including the Tax or VAT ID/EORI/NIT/BTW/MWST/CNPJ/I.E /PIB/CUIT/ABN Nrs 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 malt includes:

- 4 quarterly deliveries of malt samples to analyze (from January to December XXXX)
- The receipt by email of corresponding monthly reports (with calculation of tolerance and/or zscore numbers)
- 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 the range of transport charges for each quarterly set of samples (carton 5,0 kg). These transport charges depend on economic/priority and/or secured air/road services provided by TNT/FedEx/DHL, countries of delivery, fuel surcharge applied by transport carriers, airport security tax, delivery in moved away zones and potential other additional charges concerning required specific documents. **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.**

COUNTRY (non exhaustive list)	FEDEX ZONING	TNT ZONING	DHL ZONING	POSTAL ZONING
Belgium	R	1	1	-
Brazil <sup>*(1+2+3)</sup>	D	6	8	-
Bulgaria <sup>(4)</sup>	T	4	3	-
Chile <sup>*(1+4)</sup> ,	D	8	8	-
Czech Republic	T	4	2	-
Ethiopia <sup>*(1+2+3)</sup>	E	9	8	-
Federation of Russia <sup>***</sup>	V	5	8	-
Germany	R	1	1	-
India <sup>*(1+2)</sup>	C	7	7	-
Japan <sup>***(1+3)</sup>	B	7	7	5C
Madagascar <sup>*(3)</sup> ,	E	9	8	-
Poland	T	4	2	-
Republic of Kazakhstan <sup>*(3)</sup>	E	9	8	-
Romania <sup>(4)</sup>	T	4	3	-
Serbia <sup>*(1+2+3+4+5+6)</sup>	V	5	5	-
Spain	W	2	1	-
The Netherland	R	1	2	-
Ukraine <sup>*(1+4)</sup>	V	5	8	-
United Kingdom <sup>(4)</sup>	X	2	4	-
Uruguay <sup>*(1)</sup>	D	9	8	-
France <sup>***</sup>	0	0	0	0

\*\* Only postal service is used for these countries. \*\*\*National TNT/FedEx service with a fuel surcharge equal to Cheaper express service is used QQ % and a security tax equal to PP € per carton is used

OO € per carton are additionally surcharged by carriers for current busy periods

Rates are indicated in Euros (€) excluding VAT and customs duties.

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

**(6)** Please note that these rates are subject to change without notice and without preliminary information of participant, following the carrier used (Chronopost, Fedex, UPS, DHL, TNT, ...), their express or not services, their rates update, fuel surcharge or using of the customer carrier account for sending of samples.



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## PARTICIPATION FEE CONCERNING YOUR LABORATORY IN NETWORK ANALYSES ON MALT:

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

Participation to 11 monthly rounds (20 malted barley samples and 2 malted wheat samples in the middle of the campaign):	JJ €
4 quarterly expeditions of samples:	KK €
Phytosanitary certificates and/or extra charges:	LL €
<b>TOTAL excluding VAT</b> (1+2+3+4+5+6):	<b>MM €</b>

*(1) Excluding one potential phytosanitary certificate per expedition for customs clearance (not for European countries) or requested by the customer (II € on 1<sup>st</sup> January XXXX).*

*(2) Excluding additional charges as certificate of origin, sending costs 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, potential charges for customs clearance during the delivery of samples...; These additional charges may directly paid by the customer or will be charged back by IFBM to the participant.*

*(3) Delivery of samples in some countries out of E.E.C may be performed by IFBM with other carriers than TNT/FedEx/DHL or by using 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 potential bank charges deducted of payments of IFBM commercial invoices*

**This contract is valid for the period 1<sup>st</sup> January XXXX to 31<sup>th</sup> December XXXX.**

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

**A written amendment will be emitted for any change of the conditions described in this contract.**

The IFBM general terms, conditions of sale and bank details are presented in pages 9 and 10.

Vandoeuvre les Nancy, HHHH  
For IFBM

Date:  
for laboratory Nr **VVV**

Marc SCHMITT  
IFBM General Manager

I accept the above terms and conditions of this contract  
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 malted barley/wheat samples\*\* from IFBM network laboratories analyses that IFBM may sale to participants

*Number of Units (~0, 65 kg net weight)	Unit price in Euros (€) <sup>(1)</sup>
1 to 3	GA
4 to 5	GB
6 to 10	GC
11 to 30	GD
31 to 50	GE
51 to 75 <sup>(2)</sup>	GF
76 to 120 <sup>(2)</sup>	GG
> to the range 50-75 units of one single reference <sup>(3)</sup>	According to specific study and quotation

\* Possibility to choose several references of samples in one order

\*\* A variable quantity of units is available according to dates and stock status

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

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

A variable maximum quantity of 50 to 75 units of one single reference may be usually available for sale just after the passage of this reference in the corresponding monthly round

<sup>(3)</sup>. If a participant needs more than 50 to 75 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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## 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 analysed, 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 circumstances outside one's control, 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. 1<sup>st</sup>, 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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