



TERMS AND CONDITIONS AND RULES OF ARBITRATION AND APPEAL

DATED 25th APRIL 2024

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25th April 2024

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THE NUT AND DRIED FRUIT TRADE ASSOCIATION

TERMS AND CONDITIONS

25th April 2024

1. Where a seller, broker and/or agent, does not disclose the name of his principal on the face of a contract, he shall be responsible as a principal for the fulfilment of that contract.
2. Contracts wherever made or to be performed, and whatever the nationality, domicile or residence of the parties, shall be construed and governed by English Law.
3. Any dispute arising out of a contract subject to these terms and conditions, including any question of law arising in connection therewith, shall be referred to arbitration in London, or elsewhere if so agreed. The seat of the arbitration shall be England and will be carried out in accordance with Association's Rules of Arbitration and Appeal and Terms and Conditions in force at the date of the contract and the Arbitration Act 1996, or any statutory modification or re-enactment thereof for the time being in force.

4. **Non-Business Days**

Saturday, Sundays and all days observed in England and Wales as Bank or General Holidays, or any other day that the Association may declare to be a non-business day.

The business day shall be deemed to end at 16.00 hours UK time.

5. **Weights**

Where the quantity or weight of goods contracted is qualified by the word "about", it shall be construed as meaning within five per cent (5%) of the contracted quantity and weight.

Where tenders or deliveries are within this tolerance, buyers may at their discretion accept the deficiency or excess at contract price or market price at the time of delivery whichever they choose. Sellers shall thus multiply the deficient/excess quantity by the difference between contract price and market price at the time of tender or delivery and deduct or add this sum, as appropriate, to their invoice(s) for the goods so tendered or delivered.

With regards to weights, if the contract is an instalment contract requiring delivery/shipment in separate time periods, then each instalment shall be considered as a separate contract.

Where tenders or deliveries are not within this tolerance, the buyer shall not reject the whole parcel but shall deal with the differences as follows:

- a) **Excess Weight/Quantity.** The buyer shall have the option of rejecting any excess weight/quantity over 5%, or he may accept such excess at the contract price or the market price ruling on the day of tender or delivery, whichever is the lower.
- b) **Deficient Weight/Quantity.** Whenever the tender or delivery is deficient in excess of the 5% tolerance, the buyer may claim from the seller on such deficient weight/quantity the difference in price between the contract price and the market price ruling on the day of tender or delivery.

In either case the buyer must give notice to the seller of his intention within 5 business days of receiving the shipping advice or documents. On ex store or delivered terms short delivered and torn/damaged/ullaged packages to be calculated at the average weight of the sound portion.

Any dispute as to the adjustment in prices to be settled by arbitration.

6. **Notices**

Where the terms of a contract under these rules require notice to be given, such notice shall be transmitted by any means of rapid written communication. All such notices shall be sent under reserve for errors in transmission. A notice received after 16.00 hours UK time shall be deemed to have been received on the following business day.

Notice from a broker shall be a valid notice under this contract.

7. **Circle Clause**

- a) Where a seller re-purchases from his buyer, or from any subsequent buyer, the same goods or part thereof, a circle shall be considered to exist as regards the particular goods so re-purchased and the provisions of the Default Clause shall not apply.
- b) If the goods are not declared or, having been declared, documents are not presented as a result of a circle having been established, invoices based on the mean contract quantity shall be settled between each buyer and his seller in the circle by payment by each buyer to his seller of the excess of the seller's invoice amount over the lowest invoice amount in the circle.
- c) Such settlement should be made not later than 14 consecutive days after the last day of the shipment/delivery period or, should the circle not be established before the expiry of this time, then settlement shall be made immediately.
- d) All sellers and buyers shall give every assistance to the establishment of the circle and when a circle shall have been established, same shall be binding on all parties to the circle. Should any party in the circle commit, prior to the due date for payment, any act comprehended to be within the general meaning of the terms "Bankruptcy", "Insolvency" or "Administration", or in the event of a claim under the Force Majeure Clause, this Circle Clause is not applicable.

**CONDITIONS OF SALE FOR CONTRACTS ON
FAS, FOB, CFR, CIF TERMS OR SIMILAR BASIS**

a) Insurance

Where a contract is made on CIF terms, Marine insurance shall be affected against all risks (Institute Cargo Clause A) for the invoice amount plus a minimum of 10%. The insurance shall include War Risks coverage at the rate ruling in London at the time of shipment, but any War Risks premium in excess of one half of one per cent (1/2%) to be for the account of buyer. The terms of the War Risks insurance shall be those governed by the Institute of London Underwriters.

b) Shipment

Immediate shipment shall mean shipment on the date of the contract or on any of the following 7 consecutive days. Prompt shipment shall mean shipment on the date of the contract or on any of the following 14 consecutive days.

c) Force Majeure

- i) In the event that buyer or seller is unable to perform its obligations with respect to any sale to which these Terms and Conditions apply due to events of force majeure, including but not limited to crop disease, destruction, acts of God, governmental action, fires, floods, explosions, strikes, slowdowns or other concerted acts of works, war or hostilities, insurrections, rebellions, riots or any other civil disorder, embargoes, wrecks or delays in transportation, or criminal conduct of third parties but specifically excluding a party's lowered profit, cost of financing or other business considerations, then in that event and then only to the extent so justified, the party unable to perform shall, upon written notice to the other party, be relieved of its obligations, but only to the extent of the effects of force majeure and only for so long as the event of force majeure continues. The party unable to perform shall use its best efforts to remedy the effects of force majeure. The seller shall not be obligated, by reason of force majeure circumstances, to purchase goods from others in order to enable it to deliver goods to the buyer. If a force majeure event occurs within the meaning of this Clause and continues for more than twenty-one (21) days, then either party may, by notice to the other, terminate the contract or, in the case of an instalment contract, that instalment, and be relieved of its obligations.
- ii) In no event shall the seller be liable for a delay in shipment of the goods or for non-delivery, short delivery, or loss or damage to the goods caused or contributed to by the withdrawal of, postponement of, departure of, or the leaving of the goods by the carrier otherwise scheduled to depart within the shipment period on which the seller has engaged space. In the case of a delay in shipment for any cause relating to carriage and/or the route, if the seller notifies the buyer before expiration of the shipment period, or within eight (8) days thereafter, of the fact and cause of delay, the shipment period shall be extended for the period during which such cause shall operate, unless the buyer shall, within ten (10) days of the effective date of the seller's notice, instruct the seller to ship the goods by an alternative route, in which case the seller shall, if practicable, ship by the alternative route. All additional costs for such alternative routing shall be for the buyer's account and expense.
- iii) In the event that the seller is the party directly affected by a force majeure event

which causes a substantial reduction in or damage to that portion of the crop of which the goods are part, the seller may pro-rate deliveries in any reasonable manner among all of its customers (including the buyer) in accordance with the percentage of loss or damage suffered.

d) Payment

Cash against documents upon presentation or by Letter of Credit. In the event that tendered goods arrive at the port of destination before the buyer is in possession of shipping documents, the buyer shall take delivery under indemnity, the cost of which shall be borne by the seller or, at the buyer's option, recover the total costs of quay rent and container demurrage until such time that the buyer receives the documents plus three (3) further days for processing.

e) Quality

To be Fair Average Quality of the crop as may be determined by the trade from time to time. Where, in the opinion of the buyer, the quality is inferior to F.A.Q., they shall be entitled to claim an allowance; such allowance, if not settled amicably, to be decided by arbitration.

f) Declaration of Shipment

The seller shall declare to the buyer the name of the vessel or vessels on which the goods have been shipped, together with the quantity shipped and the shipped on board Bill of Lading number and date, container number(s) and shipper's load and stow per container no later than 15 consecutive days after the date of the shipped on board Bill of Lading (but ten (10) consecutive days for Mediterranean almonds, and hazelnuts). Thereafter all intermediate sellers must pass the declaration on with due despatch. A valid declaration once made cannot be withdrawn except by agreement with the buyer(s).

g) Default

Should the seller not have declared fulfilment of the contract following the final date of shipment for which the contract allows in accordance with sub-clause (f) above, they shall then be deemed to be in default and the buyer, after first giving notice to the seller in writing, shall be entitled to cancel the contract and to buy against the seller at the market price on the first business day after the date of default, or proceed to arbitration for the purpose of establishing the price at which the goods in question shall be invoiced back to the seller and the seller shall make good to the buyer the loss and damage, if any, thereby caused. Intermediary sellers will not be penalised if they have passed on the declaration with due despatch.

h) Claims

No liability of any kind attaches to a seller unless a claim is made in writing by the buyer within twenty-one (21) consecutive days after arrival at final destination provided the container(s) have been removed from the quay within a reasonable period of time or forty-two (42) consecutive days for loss in weight claims.

Where a contract has been divided into two or more parcels, loss in weight claims shall be submitted for each separate parcel.

EX STORE AND DELIVERED CONTRACTS

a) Goods Sold Subject to Inspection and Approval

Where a contract is made for goods subject to the buyer's approval after inspection, a time limit may be mutually agreed at the outset of the contract. If, at the expiry of the time limit, the buyer has not notified the seller of his approval or rejection of the goods, the seller shall have the option to cancel the contract or extend the time limit. Where no time limit is agreed at the outset of the contract, the seller, after allowing a reasonable time for the inspection to take place, may give notice to the buyer of his intention to apply a time limit. Such time limit to be of at least one (1) business day's duration. Where a contract incorporates this sub-clause, the buyer shall not be entitled to reject the goods without such inspection.

b) Insurance

Unless previously removed from the place where lying, the goods shall be at the seller's risk in respect of fire hazard and/or any loss or damage, howsoever caused, until noon on the fourteenth (14) consecutive day after the date of contract for spot goods or, in the case of goods sold for forward delivery fourteen (14) consecutive days after the release of the goods or presentation of the delivery order. The contract shall not be cancelled for any parcel of goods or any portion of any parcel which is lost or damaged within the fourteen (14) consecutive days, and before the goods have been uplifted but in the event of loss or damage within the fourteen (14) days, the seller shall make good any or all losses to the buyer either by replacing the lost goods or refunding the value thereof.

c) Payment

Cash against invoice and delivery order or release of goods. Buyer has up to fourteen (14) consecutive days to call for the delivery order or release after contract date on spot sales.

The buyer has fourteen (14) consecutive days rent-free after date of release on spot ex-store sales or from date of release of the goods sold to arrive on ex-store terms.

d) Weights

Official net or gross delivered weights to be accepted unless the parcel has been landed for more than two (2) calendar months, when the buyer shall be entitled to claim re-weights any re-piling charge to be for the seller's account. When the parcel has been re-weighted within two (2) calendar months, such re-weights to be accepted by the buyer. Ullaged, damaged and sampled packages to be invoiced on the actual net or gross weights as shown on the official ex store or delivered weights or re-weights as the case may be. In all cases the buyer shall be entitled to a copy of the official warehouse weights or re-weights to be attached to the invoice.

e) Delivery

For tenders of sales made on ex store or free delivered duty paid terms, it is the seller's responsibility to ensure that the goods have been customs cleared, are available and that the duty payable has been paid.

For sales made ex-store, delivery must be affected in a Public Store unless otherwise agreed.

Where goods are sold for forward delivery, the first seller must tender no later than 1600 hours on the last day of the delivery period. Unless there are extenuating circumstances, intermediary sellers must then pass on the declaration with due despatch.

For ex-store sales of 10 tonnes or less, delivery must be limited to 2 releases/delivery orders; each release/delivery order representing 1 rotation in 1 store. For each additional 5 tonnes (over 10 tonnes), delivery must be limited to 1 release/delivery order, representing 1 rotation in 1 store.

f) **Claims**

All claims, other than loss in weight claims, should be made in writing within the prompt date or before removal from store. Where a contract provides for either spot or for a specific delivery date or period, claims should be made in writing within 14 consecutive days after the date of the delivery order or release prior to removal from store or in the event that the buyer redelivers to a third party within a reasonable time, claims must be made within 14 days of delivery to the final destination.

RULES OF ARBITRATION AND APPEAL

Any dispute arising out of a contract incorporating these Rules of Arbitration and Appeal ("Rules") shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996 and any statutory amendment, modification or re-enactment thereof for the time being in force, save insofar as such provisions are expressly modified by, or are inconsistent with, these Rules. The judicial seat of arbitration shall be and is hereby designated pursuant to Section 3 of the Arbitration Act 1996, to be England. Arbitrations shall be held in London or elsewhere (but without prejudice to the foregoing) if agreed by the parties.

Each party engaging in an arbitration or an appeal pursuant to these Rules, whether or not a Member of the Association, is deemed to be bound by these Rules and agrees to be jointly and severally liable to the Association for all fees and expenses incurred in connection with the arbitration or appeal, which said fees and expenses shall, upon notification by the Association under the provision of these Rules, be and become a debt due to the Association.

1. It shall be the duty of the Board of Directors of the Association to maintain a panel of what it considers to be suitably qualified past and present members of the dried fruit and/or nut trades to act as arbitrators in any claim or dispute that may arise out of a contract incorporating these Rules. A list of such arbitrators shall be maintained and made available upon enquiry to the Secretary of the Association.
2. The list shall state which members of the panel are, by their active trading in specific nuts, kernels and/or dried fruits, considered by the Board of Directors to be qualified to arbitrate claims and/or disputes involving the quality and/or condition of those nuts, kernels and/or dried fruits, i.e. Quality Arbitrations.
3. In disputes and/or claims not involving quality and/or condition, i.e. Technical Arbitrations, all members of the panel shall be considered equally competent to accept appointment.
4. **Quality/Condition Claims**
 - a) In a dispute involving quality or condition of goods, the buyer, after first notifying the seller of his intention to proceed to arbitration, shall give to the seller the opportunity of inspecting the whole of the parcel in question before its removal from the store. Such opportunity to extend for a period of seven (7) consecutive days from the date of the buyer's notification. Removal of the goods from store shall not in itself invalidate a claim provided always that the identity of the parcel has been maintained.
 - b) In all cases two (2) independently drawn sealed samples of two (2) kilos each for nut kernels, or four (4) kilos each for nuts in shell, or two (2) kilos each for dried fruits. The samples must be representative of the average of the parcel and shall be drawn by an independent cargo superintendent from at least 5% of the number of packages before any portion of the parcel is removed from the store.
 - c) Samples are to be packed in sealed plain bags with an open outer showing the vessel, markings and date of sample, together with the description of the goods.
 - d) In all disputes, pending resolution by arbitration or otherwise, it shall be incumbent upon the buyer to take steps to protect the parcel in order that any deterioration in either the packing or the condition of the goods shall be kept to a minimum.

5. **Quality/Condition Arbitrations - Procedure**

- a) Where a dispute concerns quality and/or condition of goods, the party claiming arbitration shall apply to the Secretary of the Association for the appointment of two arbitrators and an umpire. The Secretary shall notify the other party to the contract of such application and shall proceed to appoint the arbitrators and an umpire (the "Tribunal"), not being interested parties, from the panel. It shall be the duty of those so nominated to indicate to the Secretary their willingness to act or otherwise. The Secretary shall notify the parties of the appointment of the tribunal. The Secretary shall procure the independently drawn sealed samples and, if necessary, an inspection order.
- b) If the party claiming arbitration ("the Claimant") wishes to make written submissions in the reference and/or provide evidence to the tribunal, such submissions and/or evidence shall be served within fourteen (14) days of the Secretary's notification of the tribunal's appointment.
- c) If the respondent in the reference wishes to reply to the Claimant's submissions, such reply supported by evidence, if any, shall be dispatched within fourteen (14) days of receipt of the Claimant's written submissions. In the absence of such reply, the tribunal shall proceed to determine the issues in the arbitration without delay.
- d) For the avoidance of doubt, the tribunal has absolute discretion to vary these directions whether of its own motion, upon the application of a party or the agreement of the parties to the reference.

6 **Technical Arbitrations - Procedure**

- a) In disputes other than those concerning quality and/or condition, the party claiming arbitration shall nominate an arbitrator from the panel, after first ascertaining the willingness of the arbitrator to act and shall notify the Association and the other party to the contract ("the Respondent") of the arbitrator's name.
- b) The respondent in the reference shall in turn nominate an arbitrator from the panel; this nomination to be made within fourteen (14) consecutive days of the first party's notification. If the respondent fails to nominate an arbitrator within this period, then the first arbitrator may allow the respondent a further period not exceeding fourteen (14) days to appoint their arbitrator. Thereafter in the absence of an appointment the Association shall write to the respondent to invite their appointment of arbitrator. Should the respondent not appoint an arbitrator, then the Association shall make an appointment from the panel, on the Respondent's behalf, and shall notify the parties of the appointment.
- c) The party claiming arbitration shall dispatch to both arbitrators and to the respondent any written submissions with fourteen (14) days of the receipt of notification of the appointment of the respondent's arbitrator.
- d) If the respondent wishes to respond, such reply shall be served on the tribunal and the Claimant within fourteen (14) days of the receipt of the Claimant's submissions.
- e) For the avoidance of doubt, the tribunal has absolute discretion to vary these directions whether of its own motion, upon the application of a party or the agreement of the parties to the reference.
- f) In the event that neither party requests an oral hearing within fourteen (14)

consecutive days of receipt of closing submissions, the arbitrators shall proceed to determine the dispute on the basis of written submissions alone.

- g) Should the appointed arbitrators be unable to agree, they will inform the parties and an umpire will be appointed by the Association. An umpire shall be appointed prior to any oral hearing taking place.
- h) If there is to be an oral hearing, the place, date and time will be arranged by the Association. The Association shall give reasonable notice to both parties of the time, date and place of the hearing. The obtaining of samples, evidence, documents and information shall not constitute an unnecessary delay. An arbitration once begun cannot be withdrawn without the consent of both parties.
- i) At an oral hearing the parties may be represented by one of their employees or a representative from the trade.
- j) Absent the parties' agreement no party to an arbitration may be represented by any member of the legal profession whether employed or in private practice, nor may any member of the legal profession be present at any of the arbitration proceedings.
- k) Submissions must be signed by or on behalf of the parties to the reference, but signatories cannot be lawyers whether employed or engaged in private practice.
- l) The tribunal may impose a limit on the length of submissions. The tribunal may require the parties to provide more information and/or evidence.

7 Awards

- a) Awards made by the tribunal shall be in writing on the Association's official award forms. Awards shall be reasoned. The tribunal shall have absolute discretion as to which party should bear the costs of the arbitration and in what amount. In so doing, the tribunal may take into account any offers of settlement made prior to the publication of its award.
- b) In a dispute concerning quality and/or condition, where in the opinion of the tribunal, after giving due consideration to the "Fair Average Quality" of the crop concerned, the percentage of defective nuts, kernels and/or dried fruits is in excess to such an extent that the tribunal consider that an allowance would not represent adequate compensation, they shall be entitled to award rejection.
- c) An arbitration should take place and an award be made within thirty-five (35) consecutive days of the appointment of the second arbitrator or umpire, whichever is later. If, in the opinion of the tribunal, it is not practicable to make an award within this period then they may extend the time limit at their discretion.

8 String Arbitrations

In the event of a contract forming a part of a string of contracts which are, in all materials respects, identical in terms other than date and price, a single arbitration may, subject to written agreement of all parties in the string of contracts, be held as between the first seller and the last buyer in the string as though they were parties who had contracted with each other. Any award so made shall, subject to the right of appeal as provided in these Rules, be binding on all intermediate contracting parties in the string and may be enforced by any intermediate party against his immediate contracting party as though a separate award had been made under each contract.

9 Fees

- a) **Arbitrators fees.** Fees shall be on a sliding scale based on the value of the parcel(s) in dispute as follows:-

<u>Fee</u>	<u>Value of Parcel(s)</u>
1%	up to £149,999 (subject to a minimum Arbitrators fee of £1,000)
0.5%	£150,000 - £299,999
0.25%	£300,000 upwards

For the purposes of calculating the fees, the value of the parcel(s) shall be arrived at without deduction of commission or discount. If the value of the parcel(s) is expressed in a currency other than Sterling then a conversion to Sterling shall be made at the spot exchange on the day of the award at the discretion of the arbitrators.

The above fees shall be divided equally between the arbitrators. Where an umpire has acted in the arbitration, the fees shall be increased by fifty per cent (50%) and the umpire shall receive this additional fee.

- b) **Association Fees.** A non-refundable fee of £500 shall be paid to the Association in connection with each arbitration by members.
- c) **Non-Member Fees.** Any party claiming arbitration not being a member of the Association, shall pay a non-refundable fee of £1,000 to the Association.
- d) **Travelling Expenses.** Where any arbitrator or umpire incurs travelling expenses in order to attend any meeting in relation to the arbitration, these expenses shall be reimbursed to the arbitrator or umpire by means of an additional fee which shall be levied against that party which the tribunal has decided shall pay the costs of the reference.
- e) **Administration Expenses.** Where any arbitrator or umpire incurs communication expenses, i.e. cable, telex, telephone or facsimile, these expenses may be claimed at the discretion of the arbitrators or umpire and shall be reimbursed to them by means of an additional fee which shall be levied against that party which the tribunal has decided shall pay the costs of the reference.
- f) **All Parties** claiming arbitration shall pay the Association's non-refundable deposit within fourteen (14) consecutive days of the appointment of the second arbitrator or umpire, whichever is later.
- g) The Association may require the parties to the reference to pay sums on account as security for the Association's and tribunal's fees. Pending payment of the security demanded the reference will be stayed. Should the security not be paid within 60 days of the Association's demand then the claim will be considered waived and abandoned.

10 Taking Up of Awards

As soon as possible after making an award, the arbitrators, and/or umpire, if called upon, shall sign the award and return it to the Secretary of the Association. The Secretary shall immediately notify the Claimant that the award is available upon

payment of the Association's and tribunal's fees. When the fees have been received by the Association, the award will be dated and sent to the Claimant and a copy sent to the respondent. Should the Claimant fail to take up the award, then the Board of Directors of the Association may post in the Association Book and/or circularise the Association's members in any way thought fit, a notification to that effect, and the parties to the arbitration shall have deemed to have consented to the aforesaid action by the Board of Directors. In any case where the Claimant has failed to take up an Award within twenty-one (21) days from notice of its availability, then the respondent shall be obliged to do so upon payment of the Association's and tribunal's fees. Until an award has been taken up, the contents of the award shall not be disclosed.

11 Appeals

- a) Any party to an arbitration award shall have the right of appeal to the Board of Directors who shall then elect three of their number (or co-opt such persons as they deem qualified), not being interested parties, to form an Appeal Board.
- b) The party wishing to appeal should provide the Secretary of the Association and the responding party with written notice of the appeal to the Board of Directors within 28 consecutive days of the date of the arbitration award. Such written notice must:
 - i) identify the parties to the appeal;
 - ii) identify the award being appealed; and
 - iii) be accompanied by a non-refundable deposit of £500 from a member or £750 from a non-member together with an amount equal to the fees paid to the arbitrators and umpire at first tier (if applicable); this latter amount to be equally divided among the members of the Appeal Board. Should the appellant be successful, the Association's Appeal fee and the Arbitrators' Appeal fees shall be reimbursed by the unsuccessful party to the appellant.
- c) A party wishing to appeal against an arbitration award must submit in writing, to the respondent and the Secretary of the Association within seven (7) consecutive days of their written notification of appeal, the grounds of appeal together with supporting evidence. The respondent must serve their submission in response on the appellant and the Secretary of the Association within fourteen (14) days of the receipt of the appellant's submission. The appellant may prepare and serve a submission in reply within fourteen (14) days of receipt of the respondent's submissions.
- d) The Appeal Board has absolute discretion whether to permit any new evidence or written or oral submissions, not included in sub-paragraph c above.
- e) Subject to payment of such fees, costs and expenses as the Appeal Board may determine, the appellant shall have the right, at any time before the Appeal Board makes an award, to withdraw its appeal by giving notice to the Secretary of the Association. The Secretary will then notify the respondent. In the event of withdrawal, the respondent shall continue to have the right of appeal against the award in accordance with these rules save that the time limit laid down at sub-paragraph 11(b) shall be twenty-eight (28) consecutive days from the day after the date of the Secretary of the Association's notice.

12 Appeal Boards

The Appeal Board shall have the power to confirm or vary an award and in either case shall give their reasons for so doing. They shall also have the power to alter or re-assess the fees to be paid. The Appeal Board shall have the power to call upon parties to the arbitration to give written or oral evidence to the Appeal Board. Neither party to the appeal shall be represented by a member of the legal profession whether employed by a party to the reference or in private practice unless, in the considered opinion of the Appeal Board, the appeal is of major importance or that serious questions of law are likely to arise, in which case both parties shall be afforded the same rights.

No appeal can be lodged unless the Association has received (i) the fees for the original arbitration and (ii) the deposit set out at 11 (b)(iii) in cleared funds.

13 Arbitration and Appeal Decisions

Where a decision pursuant to an arbitration or appeal under these rules has been given, irrespective of whether any party to the arbitration or appeal is a member of the Association, the successful party may notify all interested parties of the decision and award in its favour such notification to be at the entire discretion of the successful party. In addition, the name(s) of any or all defaulters to an arbitration award or appeal may be given by the Association to all its members, affiliated trade organisations or any third parties which the secretariat in its absolute discretion considers appropriate and all parties trading on the Association terms shall be deemed to have approved of such a course of action.

In the event of any new membership application from a company where non-fulfilment of an arbitration or appeal award has occurred, beyond 60 days of its issue, membership shall be refused or in the event of the company already being an existing member of the Association, this membership can be withdrawn with immediate effect.

VARIATION IN TERMS AND CONDITIONS

These Terms and Conditions and Rules may be amended by a majority of three-quarters of the members present and entitled to vote at a General Meeting of the Association and copies of all amendments shall be sent to all members, with or without charge.

In the event of any matter arising which is not provided for in these Terms and Conditions, or any doubt arises as to the interpretation of the said Terms and Conditions, the same shall be determined by the Board of Directors whose decision shall be final.

All Arbitrations that were conducted under CENTA and/or TNA Terms and Conditions are now deemed to have been conducted under The Nut and Dried Fruit Trade Association Terms and Conditions as adopted at the TNA and NDFTA AGMs on the 16th October 2020 and NDFTA AGM on 25th April 2024.