

Annex II

Claimants Form Unfair Trading Practice

It is required to complete this claim form Correctly for the Board to make the necessary evaluations and processes.

Is applicable for submission of claims between Buyer and supplier and not agreements between suppliers and consumers.

Section A

Name and Surname of Claimant:	
I.D Number:	
Sector: Agriculture ☐	
Fisheries ☐	
I am a: Buyer ☐	
Supplier ☐	

Section B

Categorization of Sale

I would like to forward a complaint form regarding and incident of unfair unfair trading practices which occurred in relation to the sale of agricultural and food products whereby I the compliant being the supplier/buyer am based in Malta and has such sales that fall within ONE of the categories below:

a	Suppliers which have an annual turnover not exceeding two million euro (€2,000,000) to buyers which have an annual turnover of more than two million euro (€2,000,000).	☐
b	Suppliers which have an annual turnover of more than two million euro (€2,000,000) and not exceeding ten million euro (€10,000,000) to buyers which have an annual turnover of more than ten million euro (€10,000,000).	☐
c	Suppliers which have an annual turnover of more than ten million euro (€10,000,000) and not exceeding fifty million euro (€50,000,000) to buyers which have an annual turnover of more than fifty million euro (€50,000,000).	☐
d	Suppliers which have an annual turnover of more than fifty million euro (€50,000,000) and not exceeding one hundred and fifty million euro (€150,000,000) to buyers which have an annual turnover of more than one and hundred fifty million euro (€150,000,000).	☐



e	Suppliers which have an annual turnover of more than one hundred and fifty million euro (€150,000,000) and not exceeding three hundred and fifty million euro (€350,000,000) to buyers which have an annual turnover of more than three hundred and fifty million euro (€350,000,000).	
f	Sale of agricultural and food products having an annual turnover not exceeding three hundred and fifty million euro (€350,000,000) to all buyers which are public authorities.	

Section C

Type of Unfair Trading Practice I would like to report

I believe to have been treated unfairly and in line to the provisions set within the Directive would like to put forward by complaint for being treated unfairly by the buyer pays the supplier, where the supply agreement provides for the delivery of products: due to the following (mark one or more).

a	Said delivery that is carried out on a regular basis concerns perishable agricultural and food products, that were delivered later than thirty (30) days from the end of the agreed delivery date period in which deliveries have been made or later than thirty (30) days after the date on which the amount payable for that delivery period is set, whichever of those two dates is the later; (for the purposes of the payment periods the agreed delivery periods shall in any event be considered not to exceed one (1) month).	☐
b	Delivery is on a regular basis and concerns other agricultural and food products, delivered later than sixty (60) days after the end of an agreed delivery period in which deliveries have been made or later than (60) days after the date on which the amount payable for that delivery period is set, whichever of those two dates is the later; (for the purposes of the payment periods, the agreed delivery periods shall in any event be considered not to exceed one (1) month).	☐
c	Delivery is not on a regular basis and concerns perishable agricultural and food products, delivered later than thirty (30) days after the date of delivery or later than thirty (30) days after the date on which the amount payable is set, whichever of those two dates is the later.	☐
d	Delivery is not on a regular basis and concerns other agricultural and food products, that were delivered later than sixty (60) days after the date of delivery or later than sixty (60) days after the date on which the amount payable is set, whichever of those two dates is the later.	☐
e	Buyer cancelled orders of perishable agricultural and food products at such short notice that as supplier couldn't reasonably find an alternative means of commercialising or using those products: (notice of less than thirty (30) days shall always be considered as a short notice).	☐



f	Buyer unilaterally changed the terms of a supply agreement for agricultural and food products that concern the frequency, method, place, timing or volume of the supply or delivery of the agricultural and food products, the quality standards, the terms of payment or the prices, or as regards the provision of services.	☐
g	Buyer requires payments from the supplier that are not related to the sale of the agricultural and food products of the supplier.	☐
h	Buyer required the supplier to pay for the deterioration or loss, or both, of agricultural and food products that occurs on the buyer's premises or after ownership has been transferred to the buyer, where such deterioration or loss is not caused by the negligence or fault of the supplier.	☐
i	Buyer refused to confirm in writing the terms of a supply agreement between the buyer and the supplier for which the supplier has asked for written confirmation save if the supply agreement concerns products to be delivered by a member of a producer organisation, including a cooperative, to the producer organisation of which the supplier is a member, if the statutes of that producer organisation or the rules and decisions provided for in, or derived from, those statutes contain provisions having similar effects to the terms of the supply agreement.	☐
j	Buyer unlawfully acquired, used or disclosed the trade secrets of the supplier within the meaning of Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.	☐
k	Buyer threatened to carry out, or carries out, acts of commercial retaliation against the supplier if the supplier exercises his contractual or legal rights, including by filing a complaint with enforcement authorities or by cooperating with enforcement authorities during an investigation.	☐
l	Buyer requires compensation from the supplier for the cost of examining customer complaints relating to the sale of the supplier's products despite the absence of negligence or fault on the part of the supplier.	☐
m	Buyer required the supplier to bear all or part of the cost of any discounts on agricultural and food products that are sold by the buyer as part of a promotion.	☐
n	The following practices was occurred whereby I assure that they have NOT been previously agreed in clear and unambiguous terms in the supply agreement or in a subsequent agreement between the myself as the supplier and the buyer:	☐
	i. Buyer returns unsold agricultural and food products to the supplier without paying for those unsold products or without paying for the disposal of those products, or both;	☐
	ii. Supplier is charged payment as a condition for stocking, displaying or listing its agricultural and food products, or of making such products available on the market; and	☐



	iii. Buyer requires the supplier to bear all or part of the cost of any discounts on agricultural and food products that are sold by the buyer as part of a promotion.	☐
o	I succumbed to the following Unfair trading practice, notwithstanding an agreement as aforesaid, unless the buyer, prior to a promotion that is initiated by the buyer, specifies the period of the promotion and the expected quantity of the agricultural and food products to be ordered at the discounted price:	
	i. The buyer required that I as the supplier pay for the advertising by the buyer of agricultural and food products;	☐
	ii. Buyer required that I as the supplier pay for the marketing by the buyer of agricultural and food products; and	☐
	iii. Buyer charged me the supplier for staff for fitting out premises used for the sale of the supplier's products.	☐

Section D

Payment

Enclosed kindly find fee payment of Euro 50 payable to XXXX	☐
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Section E

Any other comments

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Signature of Claimant