

Evaluation Form of Claims of Unfair Trading Practices

This evaluation form is to be used to consider all complaints received for investigation.

Claims between suppliers and consumers will NOT be considered

Eligibility check

	Yes	No	N/A
practices occur in relation to the sale of agricultural and food products			
supplier and/ or buyer is based in Malta			

Eligible sales to put forward a claim

	Supplier has:	Yes	No	Docs provided
i	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)			
ii	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);			
iii	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);			
iv	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);			
v	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):			

Additional Information required by the Board		
Inspection required		

Disclaimer: the annual turnover of the suppliers and buyers referred to in paragraphs (i) to (v) shall be understood in accordance with the relevant parts of the Annex to Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises and in particular Articles 3, 4 and 6 thereof, including the definitions of "autonomous enterprise", "partner enterprise" and "linked enterprise", and other issues relating to the annual turnover:

These regulations shall also apply in relation to sales of agricultural and food products by suppliers which have an annual turnover not exceeding three hundred and fifty million euro (€350,000,000) to all buyers which are public authorities.

Prohibitive Practice identified:

Note: short notice is a period of thirty (30) days or less

		Verified	Not verified
a(i)	delivery is on a regular basis and it concerns perishable agricultural and food products, later than thirty (30) days after the end of an agreed delivery 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; (agreed delivery period not to exceed 1 month_)		
a(ii)	delivery is on a regular basis and it concerns other agricultural and food products, 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 (delivery period not to exceed 1 month)		
a(iii)	delivery is not on a regular basis and it concerns perishable agricultural and food products, 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 (where the buyer sets the amount payable, the payment periods referred to shall start to run from the end of an agreed delivery period in which the deliveries have been made		

a(iv)	delivery is not on a regular basis and it concerns other agricultural and food products, 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. (where the buyer sets the amount payable, the payment periods referred shall start to run from the date of delivery		
b	buyer cancels order of perishable agricultural and food products at such short notice that a supplier cannot reasonably be expected to find an alternative means of commercialising or using those products		
c	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		
d	buyer required payments from the supplier that are not related to the sale of the agricultural and food products of the supplier		
e	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;		
f	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		
g	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;		
h	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		
i	buyer required 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;		
j.	buyer required the supplier to bear all or part of the cost of any discounts on agricultural and food products that were sold by the buyer as part of a promotion		
i	buyer requires the supplier to pay for the advertising by the buyer of agricultural and food products		
ii	buyer requires the supplier to pay for the marketing by the buyer of agricultural and food products		
iii	buyer charges the supplier for staff for fitting out premises used for the sale of the supplier's products		