

***FRUIT and VEGETABLE PRODUCTS  
Delivery Regulations<sup>1</sup>***

Article 1

1. Each Centre Member must follow the instructions established by the Farm Services Centre - General Management Committee in relation to the delivery modalities, the start date for the pick-up of each specie and variety, the daily pick-up time and place and whatever else may be considered useful for efficient organization and reduction of costs.

Article 2

1. The instructions, as mentioned in the previous article, can be shared and spread out to all the relevant stakeholders through either formal or informal meetings or through a notice board placed in the proximity of the pick-up area and other places within the Centre.
2. Each member is expected to be informed about news and updates.

Article 3

1. The delivery of products is only allowed when the official Centre packaging, delivered to the requesting member, is used.
2. The packaging management is regulated by specific guidelines, which will be introduced in the following pages.
3. Further to the packaging, the fruit box must be filled properly so that fruit items should not be placed over the package maximum height recommended limit, in order to avoid possible crushing damage during stockpiling operations.
4. Sanctions will be applied to those ones infringing this rule.

Article 4

1. Each Member will be fully charged for the shipping cost of goods, to be intended from the pick-up point to the delivery address.
2. Each Member is responsible to deliver its production to the centre in accordance to field agronomist daily priority delivery schedule.

Article 5

1. The unloading operations of goods are regulated as follows:
  - a. Once arrived at the Centre main gate, each Member, in order of precedence, will proceed to the product weighting point and quality control.
  - b. The Centre Member carrying his parcel of boxes will have to approach the delivery point and wait there without impeding others.

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<sup>1</sup> Since the final legal framework has not been decided yet the present regulation aims to represent a functional organization structure leaving the FSC the opportunity to decide the best association form: co-op, association of producers, private firm owned by a subset of farmers or by the provincial government. Once the structure will be defined the functional position will be defined accordingly (“management committee” may also be called “board of directors”).

- c. He will be expected to collect a platform and to put his boxes on it.
- d. He will then ask for boxes weight check, again in order of arrival.

#### Article 6

1. Once the products have been unloaded, it is absolutely forbidden to take the full parcel or part of it away, being it already weighed or not.

#### Article 7

1. Before the delivery note has been prepared, the Centre Member is expected to declare the following details to the personnel in charge:
  - a) First and last name
  - b) Producer code number
  - c) Products species and variety to be delivered
  - d) Number of items
  - e) Product category and quality (first, second or third category; if it is for the industry; if it is damaged by hailstone or pest infestation).
2. The Centre Member, or who is acting in his behalf, should be extremely accurate in providing his own details, in order to prevent any mistake in the registration process.
3. In case of fraudulent or persisting mistakes behaviour of a Member, a declassification procedure can be applied to the parcel, submitting the case to the FSC General Management Committee.

#### Article 8

1. The declassification procedure of a parcel can be also applied when a Member will be delivering products from other people outside the Centre.
2. Those members may be charged of sanctions which will be detailed in one additional document established by the management committee.

#### Article 9

1. The product weighting must be undertaken in the prescribed area, with a regular precision scale.
2. The Centre Member is expected to follow the personnel instructions, so that procedures can be fast and precise.
3. Is it forbidden to leave the weighting area before specific sticky labels with Member code number will be placed on the parcel.

#### Article 10

1. The resulted weight will be named as “*gross weight*”, from which the tare of the platform and the packaging will be deducted.
2. For the latter, a specific commission nominated by the Members will establish a “*unitary weight*”.

3. Those details will be circulated to the Members through the notice board placed in the proximity of the pick-up area

#### Article 11

1. At the end of the weighting process, the Centre Member will receive a delivery note, including his personal identification number and variety type, packaging and platform unloading, gross weight, vehicle and packaging tare, and net weight.

#### Article 12

1. The Centre Member must check that all the details as in the delivery note are correct.
2. In case of any mistake, he should inform the personnel in charge or the management.
3. Afterward corrections will be strongly denied, as they cannot be verified.

#### Article 13

1. The “selection of the sample” must take place immediately after the weighting process and it consists in **the random taking of a product quantity as of 10% of the specific parcel**, according to the table on the notice board placed in the proximity of the pick-up area.
2. Sampling on the random selected product will be performed by visual evaluation.
3. A second independent operation is performed through a representative selection of maximum 10 homogeneous fruits to be sampled with penetro-meter/refractometer.
4. The box to be sampled will be designated by the personnel in charge, who will have to speak out loud.
5. If one Member will happen to be his relative or close friend, he will have to be replaced by a colleague.
6. A red tag, containing the delivery note and the box numbers, will identify the designated boxes.
7. Only the personnel in charge is allowed to remove this tag during the sampling procedures.
8. The boxes to be sampled should be selected according to a random criterion taking fruits from the bottom and middle of each box, in order to ensure the impartiality.

#### Article 14

1. The **sampling process** consists in the selection and classification of products.
2. Being it a sensitive process involving the Members’ interests, it should be conducted with accuracy, ensuring the total impartiality and precision.
3. The sampling process is conducted on the fruit weight/size ratio for the calibre determination and for quality selection, which is conducted by the personnel in charge, trained to identified possible product damages and using the proper tools to scientifically determine the above mentioned ratio.

4. The personnel should not be informed about the product provenance and the Member's details to avoid and discourage corruption.
5. The sampling should be conducted during the same day of the delivery, with exception of absolute emergency, in which operations should be resumed as soon as possible.
6. The sampling process has to be conducted without the delivering Member, who can still observe other members' sampling, in order to be fully aware of product selection and classification procedures. However, the observing Member is not allowed to interfere the operations in any way.

#### Article 15

1. The sampling results will be then copied on a second delivery note, to be returned to the Member.
2. The delivery operations will be suspended, should the results look abnormal.
3. In this case, the concerned Member will be warned opportunely.
4. The operations will be normally resumes whether the Member will not take action within 24 hours after the warning call (“no objection”).
5. The sticky tags will guarantee that the specific parcel belong to the responsible Member.
6. Complaints should be address to the Administration office, which will proceed with data collection and will finally pronounce the inappellable verdict.

#### Article 16

1. The fruits, after being sampled, will be classified according to the following characteristics:
  - **FIRST (Grade A):** fruits of a regular shape, cleaned, coloured, harvested when properly ripen, with no imperfection on the skin, with no anti-pest residual, with perfect pulp.
  - **SECOND (Grade B):** fruits with light stripes, small imperfection, light spot, rind protuberances no more than 2 mm.
  - **THIRD (Grade C):** fruits with more evident stripes in comparison with II, visible spot, rind protuberances and visible deformity.
  - **UNDERSIZED (Grade D):** fruits not reaching the standard size.
  - **DISCARD (Grade E):** fruits too ripen, damaged by pests and diseases, with no standard shape and colour.
2. Discarded products present in the parcel will not budgeted.
3. The delivered and sampled parcels, according to the containing fruits, can be classified as follows:

#### Article 17

1. THIRD (Grade C) and UNDERSIZED (Grade D) products can be delivered in separated and well-designated boxes and will be budgeted differently.

Article 18

1. DISCARDED (Grade E) products will not be budgeted.
2. Products containing visible anti-pest and soil residuals will not be accepted.

Article 19

1. The entire production delivered will be treated according to a specific trading line and the delivered products payment will be arranged in accordance with final price differences achieved in the market.
2. Members' payment modalities will be arranged in accordance with by-law of the centre membership.
3. The biggest remuneration is granted to the Member showing innovative ideas and eco-friendly techniques, especially to compensate them for the adoption of such risky productive techniques.
4. Those Members who would intend to join that productive segment, it is mandatory to:
  - Undersign a registration form;
  - Fill a form including the treatments made during the production cycle;
  - Pay the expense of chemical-physical analysis of proper products sample delivered.
5. The analysis will be performed by an authorized laboratory that will issue proper certification.

Article 20

1. The Centre Members must respect the present regulations on the use of "chemical treatments", especially for decay timing, doses, use of alternative products.
2. They are aware of legal responsibility they will occur in case of public authority verification.
3. The Centre itself reserves the right to proceed with controls on the products, and, in case of disregard, will apply sanctions according to what is stated by the Farm Services Centre - General Management Committee, requesting a compensation for possible damage to its commercial image, including the right not to pay the entire parcel, in case of presence of residual exceeding the allowed limits.

Article 21

1. The Centre, looking for new markets, reserves the right to market some products, which are harvested in some particular stage of the ripening process and sold with special label, such as "Extra Fruit" reserved for some cultivar only and specific sizes.
2. In a later stage, if the results will be encouraging, new programming guidelines will be drafted as integration of this document.

Article 22

1. All that is not contemplated under the present statute and whatever will be identified as future need has to be submitted to the attention of the Farm Services Centre - General Management Committee, which will proceed with further step and inform the Members accordingly.

## GENERAL RULES

### Article 1

1. The Centre Member must deliver the entire production of fruits and vegetables or up to the limit established by the management Farm Services Centre - General Management Committee.
2. Based on this agreement with producers the Centre will proceed with the processing and trading with national and international markets.
3. The delivery is bound to the designated areas, forbidding the partial delivery unless a limit is established by the management Farm Services Centre - General Management Committee. For specific vegetables, which productions will be sold by the Centre, the Member must plan the species and varieties to be cultivated with the Centre at the beginning of each season.

### Article 2

1. During the following years after the registration, the Centre Member must inform the Centre in case of any change occurred in the cultivation and its causes by written communication, in order to keep his personal file updated.
2. Sanctions will be applied to those infringing this rule.

### Article 3

1. The Centre Member must inform the Centre in case of any event, which will compromise the production quantity or quality at all levels and its causes by written communication, within one month by the start of the harvesting.
2. The Farm Services Centre - General Management Committee reserves the right to conduct inspections.
3. In case of lack of communications, sanctions will be applied as regulated by the present Statute.

### Article 4

1. The Centre Member must provide the Centre with documentations and data on his cultivation status.
2. Sanctions will be applied to those infringing this rule, including the Centre compensation for the caused damage.

#### Article 5

1. The Centre Member must follow the technical-productive instructions given by the Centre, especially those regarding the fertilization and irrigation practice, which could compromise the product quality and consequently the overall community.
2. Also, the Centre Member must follow the regulations for the phytosanitary measures.
3. The centre will have the right to send samples to a laboratory and to verify compliance with the controlling policy, especially on the chemical residual quantity and quality.
4. In case the producer has not respect phytosanitary regulation the center will charge analysis costs and will apply sanctions and penalties, including the right of the Centre for any compensation for the caused damage.
5. All in all, it is important to point out that each Member must follow all the regulations responsibly, in order to encourage a eco-friendly approach for the sake of the consumers but also of the producers themselves, who are seriously exposed to the pollution risk.

#### Article 6

1. The Farm Services Centre - General Management Committee reserves its irrevocable right to conduct inspections at any stage of the cultivation and harvesting season, by appointing special technical experts acting on its behalf.