

## §1022. Records of transactions

**1. Broker and dealer records.** Every dealer and broker required to be licensed under this Article, upon having negotiated a sale of potatoes or rotation crops for others or upon having purchased potatoes or rotation crops from the producer, shall cause a record of that transaction to be made, and deliver a copy to the seller by depositing a record of transaction in the United States mail, postage paid, within 2 working days of negotiation of the sale, setting forth the following with reference to the handling, sale and storage of those potatoes or rotation crops:

- A. Date of sale; [PL 1985, c. 506, Pt. A, §7 (RPR).]
  - B. Name and address of producer; [PL 1985, c. 506, Pt. A, §7 (RPR).]
  - C. Name and address of seller; [PL 1985, c. 506, Pt. A, §7 (RPR).]
  - D. Name and address of buyer; [PL 1985, c. 506, Pt. A, §7 (RPR).]
  - E. Name and address of broker, if any; [PL 1985, c. 506, Pt. A, §7 (RPR).]
  - F. Name and address of handler, if any; [PL 1985, c. 506, Pt. A, §7 (RPR).]
  - G. Name and address of any person designated as a secured party on a financing statement naming the seller as debtor filed in accordance with Title 11, section 9-1501, covering the potatoes or rotation crops, if any; [PL 1999, c. 699, Pt. D, §1 (AMD); PL 1999, c. 699, Pt. D, §30 (AFF).]
  - H. Mode of transportation of shipment, if known; if unknown, this information must be provided to the seller prior to shipment; [PL 1997, c. 606, §12 (AMD).]
  - I. Name of carrier, if known; if unknown, this information must be provided to the seller prior to shipment; [PL 1997, c. 606, §12 (AMD).]
  - J. If there is a broker or a retailer involved in a transaction, point of final destination; [PL 1985, c. 506, Pt. A, §7 (RPR).]
  - K. Date of shipment; [PL 1985, c. 506, Pt. A, §7 (RPR).]
  - L. If there is a broker or a retailer involved in the transaction, contemplated date of arrival at final destination; [PL 1985, c. 506, Pt. A, §7 (RPR).]
  - M. Grade, size, weight and amount and other specifications; [PL 1985, c. 506, Pt. A, §7 (RPR).]
  - N. Price for the potatoes or rotation crops, per unit and total; [PL 1997, c. 606, §12 (AMD).]
  - O. Any deductions to be made from the proceeds for expenses to be borne by the seller or handler; [PL 1985, c. 506, Pt. A, §7 (RPR).]
  - P. All other essential details of the purchase or sale; and [PL 1985, c. 506, Pt. A, §7 (RPR).]
  - Q. If there is a broker involved in the transaction, an itemized accounting that separately sets forth all charges in connection with the sale, including the brokerage fee, if any. [PL 1997, c. 606, §12 (AMD).]
- [PL 1999, c. 699, Pt. D, §1 (AMD); PL 1999, c. 699, Pt. D, §30 (AFF).]

**1-A. Processor records.** Every processor licensed under this Article, upon having purchased potatoes or rotation crops from the producer, shall cause a record of the transaction to be made, and deliver promptly to the seller a copy of that record setting forth the following with reference to the handling, sale and storage of those potatoes or rotation crops:

- A. Date of sale; [PL 1983, c. 465, §3 (NEW).]
- B. Name and address of producer; [PL 1983, c. 465, §3 (NEW).]
- C. Name and address of buyer; and [PL 1983, c. 465, §3 (NEW).]

D. Grade, size, weight and amount and other specifications. [PL 1983, c. 465, §3 (NEW).]

In addition, the processor shall, for each transaction, specify the price for the potatoes or rotation crops, per unit and total, and deliver that information to the producer within 10 business days of delivery and acceptance of the potatoes or rotation crops.

[PL 1997, c. 606, §13 (AMD).]

**2. Guarantees.** In any sale in which the buyer of such potatoes is a person required to be licensed by this article and has a place of business in this State except a retailer, any guarantees with regard to grade, size, weight or other specifications, made by the producer shall be deemed satisfied when the grade, size, weight or specifications, as certified by a licensed federal-state potato inspector, or seed potato inspector, after the potatoes have been or while they are being loaded for transit, equals or exceeds the grade, size, weight or other specifications of the potatoes stated in the record of transaction. Any producer making any such guarantees shall at all times prior to shipment have the option to determine whether or not the potatoes shall be inspected in accordance with this subsection. Any attempt by a dealer to coerce or influence a producer to forego an inspection shall be a civil violation subject to section 1028. Any agreement the effect of which is to deny the producer the right to satisfy the producer's guarantee obligations and any agreement conflicting with this subsection are void; provided that a producer waives any rights under this subsection or may sell potatoes under an agreement conflicting with this subsection when the record of transaction required by this article contains the following additional information:

A. Name and address of the person to whom the dealer resold the potatoes and any other person to whom the producer is obligated, directly or indirectly, by making any guarantees with regard to grade, size, weight or other specifications; [PL 1971, c. 600, §7 (NEW).]

B. Point of final destination for the shipment of potatoes; and [PL 1989, c. 319 (AMD).]

C. Price for the potatoes, per unit at final destination. [PL 1989, c. 319 (NEW).]

A buyer or dealer who attempts to enforce or hold a producer liable under a guarantee obligation, when the potatoes have been inspected in accordance with this subsection, without supplying the information in paragraphs A, B and C commits a civil violation and shall be subject to section 1028.

[PL 1989, c. 319 (AMD).]

**3. Waiver.** In any sale by a producer in which the making of a record of such transaction is required by this Article and the name and address of the buyer are not set forth on such record, or if no such record of transaction is made or if a copy of the record of transaction is not delivered by depositing the copy in the United States mail, postage prepaid, addressed to the producer, prior to delivery of the potatoes or rotation crops at the point of final destination, the producer is deemed not to have made any guarantees with regard to grade, size, weight or other specifications, and such omission by the buyer or broker or agent constitutes a waiver of any and all claims against the producer for breach of warranty, expressed or implied.

[PL 1997, c. 606, §14 (AMD).]

**4. Copies of documentation.** Before any change may be made in the agreed upon price, there shall be mutual agreement between the parties. The agreement must be verified in writing and, along with available documentation as to quality defects mailed to the seller within 2 working days of the availability of the documentation.

[PL 1983, c. 336, §4 (NEW).]

#### SECTION HISTORY

PL 1971, c. 366 (NEW). PL 1971, c. 600, §§7,8 (AMD). PL 1979, c. 541, §A64 (AMD). PL 1983, c. 336, §§3,4 (AMD). PL 1983, c. 465, §§2,3 (AMD). PL 1985, c. 506, §A7 (AMD). PL 1989, c. 319 (AMD). PL 1997, c. 606, §§12-14 (AMD). PL 1999, c. 699, §D1 (AMD). PL 1999, c. 699, §D30 (AFF).

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