



Trade Rules

2013

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Rule 1
TRADE

It shall be the duty of all parties to include in their original articles of trade, however conducted, a full description of the transaction. Any trade between members of the USPLTA involving peas, lentils, and chickpeas shall be governed by the Trade Rules of the US Pea & Lentil Trade Association unless it is specifically stated in writing that such Trade Rules do not apply or that other trade rules do apply. The code word USPLTA shall mean the *US Pea and Lentil Trade Association Trade Rules to govern*. Any contract that refers to ADPLA (American Dry Pea & Lentil Association) trade rules shall be governed by USPLTA trade rules. Any contract that refers to the USADPLC-P/E DIV. (USA Dry Pea & Lentil Council Processors and Exporters Division) trade rules shall be governed by USPLTA trade rules.

Rule 2
TERMS

Unless otherwise specified, terms of payment shall be USA currency net cash, payable within ten (10) **business** days of invoice date.

The word *days*, when used hereinafter, shall indicate business days only, at place of origin, and shall exclude Saturdays, Sundays, and all legal holidays.

Terms and Specifications to include in contracts:

- a) Full legal name and address and representatives of Buyer & Seller and any intervening broker
- b) Date of contract
- c) Contract number
- d) Commodity description
- e) Quantity
- f) Packaging
- g) Quality
- h) Weight
- i) Price per unit
- j) Mode of Transportation
- k) If sold fob origin or other delivery point for account of seller
- l) Shipment date - Specify if from origin plant or delivery point
- m) Documents required
- n) Terms of payment
- o) USPLTA Trade Rules to apply

Rule 3 CONFIRMATION

- 1) Immediately upon completion of a transaction a written confirmation stating all terms and specifications shall be exchanged between buyer and seller and countersigned by each.
- 2) In trades made through a Broker, it shall be the duty of the broker to send a confirmation to the buyer and the seller stating the terms and specifications of the trade.
- 3) For all trades, whether or not through a Broker, all parties to the trade shall check the confirmations for accuracy and agreement. Any discrepancies shall be communicated within 2 business days to the other parties and resolved, so that all confirmations are in agreement. Confirmations shall then be signed and exchanged by the parties with any changes initialed by all parties within 5 business days.
- 4) For trades done through a Broker, any discrepancies shall be governed by the Broker's Contract.
- 5) Should either party fail to issue a confirmation for signature, the trade shall be governed by the other party's signed confirmation. If neither party issues a confirmation to the other, there shall be no basis for these Trade Rules or Arbitration Rules to apply.

Rule 4 TIME OF SHIPMENT

- (1) IMMEDIATE or rush shipment shall mean shipment within five (5) days.
- (2) PROMPT shipment shall mean shipment within ten (10) days.
- (3) SEASON shipment shall mean shipment anytime, at buyer's option, between the date of sale and the June 30 following.

Rule 5 SHIPPING INSTRUCTIONS

- (1) For sales requiring IMMEDIATE shipment, buyer shall provide seller with complete shipping instructions at the time the contract is made.
- (2) For all other sales, buyer shall provide seller with complete shipping instructions ten (10) days prior to the date on which shipment is to be made from origin point.
- (3) Buyer's failure to provide complete shipping instructions shall not constitute a breach of contract, but shall permit seller to demand full payment in advance against evidence of entitlement, and to impose charges covering extra costs of handling, storage, insurance, interest, finance, and all other such extra expenses.
- (4) For sales requiring shipment other than during the shipping period specified in the contract, the seller MAY elect to require that the buyer provide reasonable additional advance shipping notice.
- (5) Buyers who do not comply with seller's demand for payment, as per section (3), when buyer has not issued complete shipping instructions nor offered any other remedy acceptable to seller, shall be in breach of contract and subject to Rule 15.

Rule 6
SHIPMENT

Definitions:

a) A Domestic Sale shall be a sale in which the commodity will be sold and consumed in the United States.

b) An Export Sale shall be a sale for which the commodity is known to be ultimately exported and consumed outside the United States, regardless of the initial delivery point. All sales to the USDA for export, regardless of delivery point, shall be considered export sales.

- (1) Delay in shipment, or seller's failure to comply with shipping instructions, shall not constitute a breach or default of contract, unless such delay is more than ten (10) days after time of shipment specified in contract or after the date upon which actual shipping instructions have been issued. In event of such delay in shipment, and only after due notification in writing by the seller, the buyer may elect to extend the time of shipment so that seller may comply without penalty; or buyer may declare that seller is in breach or default of contract through due notice in writing.
- (2) On all sales, the shipping date shall be considered as the date upon which the bill of lading is signed by the carrier or the bill of lading is electronically submitted to the carrier.
- (3) Shipping instructions shall take into account the transit time from origin point.
- (4) Rule 5, Section 4 shall apply on shipments required outside contract shipping period.
- (5) Sales made CY or basis delivered to destination shall not negate Rule 5, Section (2) and shipping instructions shall take into account transit time from origin point.

Rule 7
WEIGHT

Seller's weights, as attested in Certificates of Net Weight, measured by a scale certified for legal trade. Shall be considered as final evidence of weight of shipment, subject to the provisions of RULES 9 and 11 hereof.

Rule 8
GRADE

Official USDA Lot Inspection Certificates shall be considered final as to grade and quality at time of shipment.

Products sold against sample shall be equal to or better than the sample at the time and place of shipment, within reasonable tolerances, taking into consideration the difference in volume between the size of the sample and the size of the shipment it represents.

Rule 9
SHORTAGE AND DAMAGE

All claims for shortage and/or damage in excess of one percent (1%) shall be made by the receiver within ten (10) **business** days after arrival of the goods on domestic shipments, or within twenty (20) **business** days after port discharge from original carrying vessel on export shipments. All such claims must be accompanied by appropriate paid expense bills, and other documents substantiating the claim.

Rule 10
ROUTING AND TRANSIT

Seller reserves the right of transit privilege and the selection of originating carrier and/or vessel, unless otherwise specified.

Rule 11
DOCUMENTS

Documents shall include the following.

- (1) COMMERCIAL INVOICE AND BILL OF LADING.
- (2) WEIGHT, CROP YEAR, AND ORIGIN CERTIFICATE(S) if requested by the Buyer.
- (3) USDA INSPECTION CERTIFICATE(S) if requested by the Buyer. The allocation of the cost of providing USDA INSPECTION CERTIFICATE(S) shall be mutually determined by Buyer and Seller.
- (4) Other documents as shall be mutually determined by Buyer and Seller. The allocation of the cost of providing such other documents shall be mutually determined by Buyer and Seller.

Rule 12
STENCILING

Stenciling in excess of four (4) lines of twenty-two (22) one inch or less characters each, shall be for account of Buyer.

Rule 13
FUTURE SALES

A future sale shall be construed as one which specifies shipment of goods from a particular crop year, with date of sale being prior to, and time of shipment being after August 1 of said crop year. Unless otherwise specified, a Future Sale shall be construed as one made for dry peas, lentils and chickpeas grown on the American Continent.

The US Pea & Lentil Trade Association, through a competent committee appointed by its Chairman, shall fairly determine which official USDA grade shall be most equivalent to Fair Average Crop Quality (FAQ) for said crop year, and the USPLTA shall publish such determination in an official bulletin to its members, to be dated and mailed as soon as possible after harvest, but no later than October 1. The committee may make its FAQ determination to the degree of detail that it considers necessary for industry clarification.

Rule 14
SPOT SALES

A Spot Sale shall be construed as one which specifies shipment of goods from the nearest previous crop year. When date of sale is in the month of August, the contract should clearly specify whether shipment is from the previous crop year or from the current crop year; and failure to so specify shall give the seller the option to make shipment from either crop year.

Rule 15
BREACH OF CONTRACT
AND PROCEDURE

A contract shall remain in force and effect for seller and buyer until both parties have completed their contractual duties, or until one or the other party shall give due notice in regard to breach or default of the contract.

(1) DEFAULT OF SELLER

It shall be the duty of the buyer to notify the seller in event of breach of contract, and buyer's failure to provide such notice shall indicate that the contract is still in force and effect. Within three (3) **business** days the buyer shall thereafter notify the seller which of the following rights he intends to exercise:

(a) to amend or to cancel those portions of the contract upon which there has been a default, without penalty to seller, in order that seller may thereafter comply with the remainder of the contract, or

(b) to cancel said contract and require seller to pay the difference between the contract price and the fair market price on the date of cancellation.

(2) DEFAULT OF BUYER

It shall be the duty of the seller to notify the buyer in event of breach of contract, and seller's failure to provide such notice shall indicate that the contract is still in force and effect. Within three (3) **business** days the seller shall thereafter notify the buyer which of the following rights he intends to exercise:

(a) to amend or to cancel those portions of the contract upon which there has been a default, without penalty to buyer, in order that buyer may thereafter comply with the remainder of the contract, or

(b) to cancel said contract and require buyer to pay the difference between the contract price and the fair market price on the date of cancellation.

Rule 16
RESPONSIBILITY

Goods are at buyer's risk from and after delivery onboard cars or trucks; and buyer shall assume risk of shortage, loss, delay, or damage, thereafter.

Seller shall not be liable for failure to deliver, or for delay in delivery, caused by strikes, riots, lockouts, or other labor trouble, fire, flood, earthquake, land movement, volcanic activity, exigencies of weather or tide, or other acts of God, war, blockade, hostile acts, civil unrest, exercise of governmental authority, failure or interruption or delay of transportation facilities, or any other causes beyond the reasonable control of seller.

Rule 17
LIABILITY

Any expenses necessarily incurred by either party because of the other party's failure to comply with the terms of contract, including expenses of telegrams, cables, telexes, (to be removed) telephones, demurrage, storage, handling, insurance, interest, and other expenses, exclusive of attorney fees, shall promptly be paid by the party responsible, immediately upon receipt of proper invoice covering such expenses, supported by proper evidence of such expenditures.

Rule 18
ARBITRATION

Arbitration shall be conducted employing the Trade and Arbitration Rules of the US Pea & Lentil Trade Association. Those rules shall apply which are in effect on the first date of written confirmation of the transaction about which a dispute arises.

Rule 19
AMENDMENTS

These Trade and/or Arbitration Rules may be amended by a majority vote of the members present at any General Meeting, or by a two-thirds (2/3) vote of the members of the US Pea & Lentil Trade Association Board, subject to an affirmative vote of a majority of the voting power at the next General Meeting of the USPLTA.

Alterations and amendments made by the USPLTA Board shall continue in force and effect until approved or rejected by the members at the next General Meeting. Notice of any such alterations and amendments made by the USPLTA Board shall be promptly forwarded in written form to the membership of the USPLTA.

**US Pea & Lentil Trade Association
(USPLTA)
ARBITRATION RULES**

Adopted May 15, 1963
Amended July 17, 1989
Amended October 17, 2003
Amended and Adopted Sept. 28, 2006
Amended and Adopted, October 5, 2007
AMENDED BY USPLTA BOARD MARCH 3, 2008

**Rule 1
DISPUTES**

- (a) Disputes arising out of or under the Trade Rules of the US Pea & Lentil Trade Association, or any contract, terms or conditions made hereunder, shall be referred to arbitration at the office of the USPLTA.
- (b) The administration work in connection with the arbitration shall be handled by the Chief Executive Officer of the USPLTA.
- (c) Should a dispute between the parties to arbitration arise concerning the interpretation of these Arbitration Rules, such dispute shall be referred to the Chief Executive Officer of the USPLTA, whose interpretation of said rules shall be considered definitive.
- (d) No party to a dispute, nor any party claiming under them, shall bring any action or legal proceeding against the other in any dispute until such has been referred to, heard, and determined by arbitration. If, however the party who is complained against in a dispute refuses to sign the contract for arbitration and/or to pay the required arbitration fees within the time limits prescribed in RULE 4, and after a reasonable additional period of time, the Chief Executive Officer of the USPLTA, after consultation with the complaining party, may:
 - 1. terminate the arbitration proceedings, thereby releasing the complaining party to bring a legal action against the party who refuses to arbitrate, or
 - 2. proceed with the arbitration based on the information provided by the complaining party. In such case the CEO shall appoint the second arbitrator to join the arbitrator selected by the complaining party. In such case the absent party to the arbitration shall not be allowed to submit any information, argument, or rebuttal to the case, and shall have no right of appeal to the decision rendered by the arbitration committee.
- (e) Members of the USPLTA who refuse to enter into an arbitration proceeding are subject to possible action by the USPLTA Board under ARTICLE II, Section 2.4 Termination of Membership of the USPLTA Bylaws. See Arbitration RULE 4 (g).

- (f) The purpose of arbitration in this USPLTA is to avoid such action or legal proceedings, to prevent misunderstandings, to adjust unsatisfactory conditions or dealing, and to foster and promote excellence and propriety of commerce between its members and all other parties.
- (g) The term “*days*” hereinafter mentioned, shall be defined per RULE 2 – TERMS of USPLTA Trade Rules.

Rule 2

ARBITRATION COMMITTEE AND ARBITRATION APPEALS COMMITTEE

- (a) An Arbitration Committee shall be composed of three (3) arbitrators, the first to be selected by the one party to arbitration, the second to be selected by the other party to arbitration, and these two arbitrators shall then select a third arbitrator agreeable to them both, and such third arbitrator shall be the Chairman of the Arbitration Committee.
- (b) In the event that any or all three arbitrators cannot be selected as above outlined, within a period of time considered reasonable by the Chairman of the US Pea & Lentil Trade Association, then the Arbitration Committee and its chairman shall be appointed by the USPLTA Chairman.
- (c) The Arbitration Appeals Committee shall consist of three (3) members of the USPLTA Board of Directors, or of members who have previously served on the USPLTA Board of Directors, to be appointed by the USPLTA Chairman within ten (10) days of the initiation of a Notice of Appeal. An Arbitration Appeals Committee shall be comprised of persons other than those selected for the Arbitration Committee for the case in question.
- (d) An arbitrator may be either a member or a nonmember of the USPLTA but must be completely impartial and disinterested, commercially and otherwise, in the particular dispute presented, and must be prominent in his/her field and experienced in the general area of the matter to be considered. The appointment of each arbitrator shall be subject to approval of the Chairman of the USPLTA at his/her own discretion, the Chairman of the USPLTA also may remove any arbitrator for just cause or may appoint a replacement for any arbitrator who, for any reason or at any time, may be unable to serve.

Rule 3
ARBITRATION COSTS AND FEES
 (Amended by USPLTA Board March 3, 2008)

- (a) **Arbitration Fees:** *An arbitration shall not be considered as in effect until each party has deposited the following two fees:*
1. **Arbitration Fee:** *USA \$10,000 (Ten Thousand Dollars).*
 2. **Arbitration Expense Fee:** *Arbitration expense fees shall be subject to Rule 6 (e) including a non-refundable USA \$2,000 (Two Thousand Dollars) arbitration expense fee.*
- (b) **Arbitration Appeal Fees:** *An Arbitration Appeal shall not be considered as in effect until such appellant party has deposited the following two fees:*
1. **Arbitration Appeal Fee:** *USA \$20,000 (Twenty Thousand Dollars).*
 2. **Arbitration Appeal Expense Fee:** *Arbitration appeal expense fees shall be subject to Rule 6 (e) including a non-refundable USA \$2000 (Two Thousand Dollars) arbitration appeal expense fee.*
- (c) Such funds shall be deposited in advance with the Chief Executive Officer (CEO) of the USPLTA, and final disposition of all such funds shall be at the discretion of the Arbitration Committee, or of the Arbitration Appeals Committee.

Rule 4
PROCEDURE IN INITIATING ARBITRATION

- (a) An Arbitration Committee may properly consider a case involving a dispute between or among any of the following:
- (1) Active members of the USPLTA;
 - (2) Members of the USPLTA and non-members by consent of both parties.
- (b) The original complaint in connection with any matter proposed for arbitration must be filed with the Chief Executive Officer of the USPLTA within eighteen (18) months after applicable contract completion or performance date, and such shall be considered as the date upon which applicable contract shipment has been completed to specified FOB sale point. Complaints shall specifically state the nature of the dispute, in sufficient detail, and must be accompanied by all available documentary evidence and argument by all parties.
- (c) In the event that a party against whom a complaint has been filed desires to file a cross-complaint or counter-claim arising out of the same transaction upon which the complaint is based, he shall be permitted to do so, and such cross-complaint shall be considered with all the same force and effect as the original complaint. Such cross-complaints shall be filed with the Chief Executive Officer of the USPLTA within thirty (30) days of the date of the original complaint. Cross-complaints filed, for good and sufficient reasons, more than thirty (30) days after the date of the original complaint may be accepted at the discretion of the Arbitration Committee. All such complaints and cross-complaints shall be equally considered and shall be heard as one case.
- (d) Once they are filed, complaints and cross-complaints may be changed only with the approval of the Arbitration Committee.

**Rule 4 -
PROCEDURE IN INITIATING ARBITRATION (continued)**

- (e) Within thirty (30) days of receiving such complaints and cross-complaints, the Chief Executive Officer of the USPLTA shall prepare and submit to all parties a contract for arbitration to be signed by a responsible officer for each firm which is party to the dispute. This contract shall specify the following:
- (1) That the parties to arbitration shall sign to and abide by the awards or decisions of the Arbitration Committee or, if an appeal is filed, of the Appeals Committee;
 - (2) That those awards or decisions may be entered in any court having jurisdiction thereof;
 - (3) That such awards or decisions shall not be questioned or invalidated on the grounds of any irregularity in the election or appointment of either Committee, or of any member of either Committee on the grounds that such member was ineligible or unqualified to serve, unless objection is made in writing and established to the satisfaction of the Chief Executive Officer of the USPLTA before the arbitration has commenced;
- (4) That the parties to arbitration shall sign to and agree to release the USPLTA, its members, and members of all said Committees from all responsibility for any efforts in judgment that may occur in any respect whatsoever, and from any damage or loss resulting from their acts.
- (f) Upon signing said contract for arbitration, each party to arbitration or dispute shall deposit with the Chief Executive Officer of the USPLTA the required Arbitration Fee as outlined in ARBITRATION RULE 3 entitled ARBITRATION COSTS AND FEES. No arbitration or appeal shall be considered in effect until the applicable arbitration or appeal fees have been thus deposited with the Chief Executive Officer of the USPLTA.
- (g) In the event of a complaint being filed by an active member against another active member, it shall be the duty of both parties to complete the contract for arbitration, and to pay the required arbitration fee within a thirty (30) day period from the date of the original complaint. If a member who is thus complained against fails to agree to the arbitration, or to sign the contract for arbitration, or to pay the required arbitration fee, all within the prescribed thirty (30) day period, his name shall be sent by the Chief Executive Officer of the USPLTA to the Chairman of the USPLTA - US PEA & LENTIL TRADE ASSOCIATION with a full and concise statement of the circumstances. The Chairman of the USPLTA shall then present the matter to the USPLTA Board of Directors for possible action under ARTICLE II, Section 2.4 Termination of Membership of the USPLTA Bylaws.
- (h) An arbitration shall not be considered in effect between either members or non-members until an original complaint has been filed by at least one party to the dispute, and until both parties to the dispute have properly signed the contract for arbitration, and have both paid the required arbitration fees, all to the Chief Executive Officer of the USPLTA.

Rule 5
PROCEDURE IN PREPARING ARBITRATION

- (a) In preparing either side of a case or a dispute for submission to an Arbitration Committee, each party shall be expected to furnish a concise and clear statement of all that is claimed; including all applicable evidence to include contracts, letters, telegrams, cables, (to be removed) confirmations, shipping instructions, bills of lading, inspection certificates, and all other data pertinent to the dispute.
- (b) Arbitrators shall be the sole judge of the relevance and materiality of all evidence offered. Adherence to formal legal rules of evidence shall not be required.
- (c) All evidence and relative data should be arranged in chronological order to present a clear history of the case or dispute.
- (d) Evidence, data, and argument must be properly submitted by all parties to arbitration.
- (e) Samples should not be submitted in evidence, as the arbitrators shall not be required to act as inspectors or to compare samples. If the grade or quality of commodities is in dispute, then inspection certificates, or other pertinent documentary evidence, shall be submitted.
- (f) After all such evidence, pleadings, original complaints, signed arbitration contracts, arbitration fees, and all other pertinent data as above described, has been filed in writing with the Chief Executive Officer of the USPLTA, the plaintiff in arbitration shall have twenty (20) days from the time the Chief Executive Officer of the USPLTA notifies him to prepare and submit his first arguments.
- (g) Upon receipt of the first papers from the plaintiff, the Chief Executive Officer of the USPLTA shall, within ten (10) days thereafter forward to the defendant a duplicate copy of all papers filed by the plaintiff.
- (h) The defendant shall have twenty (20) days from the date of receipt of the plaintiff's pleading and evidence in which to file his answer and to file a cross complaint. Upon receipt of such answer and of the cross complaint, if any, from the defendant, the Chief Executive Officer of the USPLTA shall within five (5) days forward a copy of same to the plaintiff, who shall have ten (10) days thereafter in which to file rebuttal. Upon receipt of the rebuttal, the Chief Executive Officer of the USPLTA shall within five (5) days, forward a copy to the defendant, who shall have ten (10) days from the date of receipt to file a surrebuttal.
- (i) The penalty for failure to act within the specified time limits shall be forfeiture of the right to respond; provided, however, that the time limits specified for the filing of arbitration or appeal papers under this section and under RULE 7 may be extended, for good and sufficient reasons, at the discretion of the Arbitration Committee or the Appeals Committee. Any such extension so granted must be in writing, and a copy thereof sent to both parties, and any such extensions shall not exceed twenty (20) days.
- (j) The several periods of time specified herein shall be determined by postal registry, express receipt, certified receipt, postmark, or by the Chief Executive Officer of the USPLTA. Such periods shall not include the days of dispatch or delivery.

Rule 6
PROCEDURE IN COMMITTEE AND ANNOUNCING AWARDS

- (a) When a case is fully prepared, it shall be assigned to a qualified Arbitration Committee, whereupon the Chief Executive Officer of the USPLTA shall notify each party to arbitration of the name and address of the chairman of the Arbitration Committee, and of all members of such committee.
- (b) Upon receipt of such notice either party may request an oral hearing before the Arbitration Committee, and such requests must be granted, it thereafter being the duty of the chairman to notify both parties of such requests, and the time and place selected for such oral hearing at least ten (10) days in advance thereof. Should a dispute arise concerning the time and place of the requested oral hearing, said time and place shall be determined by the Chief Executive Officer of the USPLTA.
- (c) After such oral hearings, or failing any such request for oral hearings, the chairman may call a meeting of the Arbitration Committee to determine its awards and decisions or to otherwise dispose of cases submitted to it. Such meeting may be conducted by telephone conference call, if desired.
- (d) A decision of the Arbitration Committee shall be by majority vote of its members. Such decision shall not be considered valid unless all Committee members have acted upon it.
- (e) Parties to arbitration shall be liable for all expenses related to the arbitration and appeal. The Committee shall maintain an accounting of all expenses and shall determine their allocation between the parties to the arbitration.
- (f) When a case is to be considered by calling a meeting of the Committee, the members of the Committee shall fix the time and place and shall give the Chief Executive Officer of the USPLTA fifteen (15) days' advance notice so that the Chief Executive Officer of the USPLTA may give the parties to arbitration at least ten (10) days' advance notice of the date and place of hearing. The parties to arbitration shall submit all proper written evidence to the Chief Executive Officer of the USPLTA prior to the time fixed for hearing. Neither party to arbitration shall seek to postpone the hearing longer than ten (10) days, unless good cause found satisfactory to the Committee can be shown therefore, and any such postponement requests must be submitted to the chairman of the Arbitration Committee at least five (5) days prior to the date set for the hearing, except that requests submitted, for good and sufficient reasons, less than five (5) days prior to the date set for the hearing may be considered by the Arbitration Committee at the Committee's discretion.
- (g) The Arbitration Committee shall act promptly upon all cases submitted, and shall endeavor to make their report within thirty (30) days after receipt of final papers from the Chief Executive Officer of the USPLTA.
- (h) The Arbitration Committee shall submit to the Chief Executive Officer of the USPLTA, in writing, its awards and decisions, with concise statements of all pertinent facts, and the conclusions of the Committee, and the reasons therefore.

**Rule 6 -
PROCEDURE IN COMMITTEE AND ANNOUNCING AWARDS (continued)**

- (i) Copies of all awards and decisions of the Arbitration Committee shall be mailed by the Chief Executive Officer of the USPLTA to the parties of arbitration within three (3) days after their receipt.
- (j) Within fifteen (15) days of the date of said awards and decisions, it shall be the duty of all parties to arbitration either to file an appeal or to comply fully with such awards and decisions of the Arbitration Committee.
- (k) The USPLTA Arbitration and Arbitration Appeals Committee shall thereafter publish a summary of the arbitration case with the following information:
 - a. Date of Decision
 - b. Parties in the Dispute
 - c. Statement of Case
 - d. Decision
 - e. Award
- (l) Unpublished arbitration documents shall not be released to the public with the exception of a legal court order.

**Rule 7
PROCEDURE IN MAKING APPEALS**

- (a) Awards and decisions of the Arbitration Committee shall be final unless appealed, under the provisions of RULE 7, within fifteen (15) days from the date of the original award.
- (b) Notice of Appeal from an award of an Arbitration Committee shall be accompanied by a statement in duplicate of the reasons therefore, together with deposit of Appeal Fees, and shall be filed with the Chief Executive Officer of the USPLTA within fifteen (15) days time limit. Said Notice of Appeal shall also be accompanied by a certified check for the amount of the Arbitration Committee's award, if any, payable to the adverse party, and to be held in escrow by the Chief Executive Officer of the USPLTA pending decision of the Appeals Committee.
- (c) Any decision of the Arbitration Appeals Committee must be signed by a majority of the members thereof. Such decisions shall be final and binding and may be entered in any court having jurisdiction thereof.
- (d) Within ten (10) days from the date of receipt of a Notice of Appeal, the Chief Executive Officer of the USPLTA shall forward to the appellee a copy of the appellant's statement of reasons; and the appellee shall have twenty (20) days from the date of receipt of said statement in which to file his answer. Immediately upon completion of the transcript, and when such an Appeal is fully prepared, the Chief Executive Officer of the USPLTA shall submit the complete file of papers to the Arbitration Appeals Committee.

Rule 7
PROCEDURE IN MAKING APPEALS (continued)

- (e) At the call of the chairman, the Arbitration Appeals Committee shall consider and decide upon such cases as are properly pending before it. The chairman may convene a meeting of the Appeals Committee, or he/she may distribute all documentary evidence to Appeals Committee members either by mail or by electronic facsimile transmission and then conduct a meeting of the Committee via telephone conference call. Upon request of either disputant, the Appeals Committee may hear oral argument as it may deem proper and necessary. No decision of the Arbitration Appeals Committee shall be considered valid unless such decision has been acted upon by all members of the Committee.

- (d) No new evidence shall be presented or heard in the appeal of any case.