

Ag 109

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STATE OF WISCONSIN)
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DEPARTMENT OF AGRICULTURE)

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

I, D. N. McDowell, Secretary of Agriculture, and custodian of the official records of the Department of Agriculture of the State of Wisconsin, do hereby certify that the annexed order amending rules relating to freezer meat and food service plan trade practices, Wis. Adm. Code chapter Ag 109, was duly issued by this department on December 1, 1967.

I further certify that said copy has been compared by me with the original on file in this department and that the same is a true copy thereof, and of the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand at Madison, Wisconsin, this 1st day of December, 1967.


Secretary of Agriculture

Docket No. 781.

ORDER OF THE DEPARTMENT OF AGRICULTURE
AMENDING RULES

Pursuant to authority vested in the Department of Agriculture by section 100.20, Wis. Stats., the Department of Agriculture hereby amends rules as follows:

1. Section Ag 109.01 (2) of the Wisconsin administrative code is amended to read:

Ag 109.01 (2) "Contract" means all written agreements subscribed by a buyer and includes promissory notes unless otherwise specified.

2. Sections Ag 109.02 (4) (b) and (7) (g) and (i) of the Wisconsin administrative code are amended to read:

Ag 109.02 (4) (b) Make any promise, either to exchange unsatisfactory food products or to give a refund therefor, which expires in less than 60 days from the date of delivery of such products, or fail to honor such promise, where, through no fault of the buyer, the food does not meet minimum standards of quality expected by the ordinary consumer. This does not apply to fresh foods, or promises to make exchanges or refunds regardless of the condition of the food.

(7) (g) Fail to furnish the buyer with a written statement of total weight of cut and packaged meat delivered. If weighed with immediate wrappings, such fact shall be stated. Both the actual net weight of the wholesale cut, prior to cutting and trimming, and the delivered weight shall be disclosed to the buyer in writing at time of delivery.

(1) Represent any wholesale cut as a "half" or "side" unless it consists of a front and hind quarter. Both quarters shall be from the same side of the same animal unless the seller discloses fully and conspicuously that they are from different sides or different animals as the case may be. Each quarter shall be of the same grade or quality as the other quarters comprising the half or side and the seller shall advise the buyer of the weight of each quarter prior to sale. In selling quarters individually or as part of a half or side, if actual weights are not known or cannot be determined prior to sale, approximate weights may be used, provided: The buyer is informed that the weights are approximate, the weights are so identified on any purchase order or contract, and the seller agrees with the buyer, in writing, to make a cash refund or grant a credit on delivery for the difference between actual weight and the approximate weight on which the sale was made.

3. Sections Ag 109.03 (1), (3), (4), (8) and (9) of the Wisconsin administrative code are amended to read:

Ag 109.03 Contract requirements. Any person who sells a food service plan shall comply with the following:

(1) All terms and conditions of sale shall be included in every contract, except promissory notes executed in conformity with another contract document expressing all terms and conditions of sale. The seller shall give the buyer at the time of execution a true copy of every contract and promissory note and any other document incorporated or referred to therein. Contract

requirements in subsections (7) through (12) do not apply to promissory notes executed in conformity with separate contract documents setting forth all terms and conditions of sale.

(3) Contracts shall bear the date of execution. Promissory notes executed concurrently with any other contract shall bear the same date as such other contract.

(4) (a) Contracts representing an initial sales transaction between a buyer and seller shall not become effective until three days, excluding Sundays and legal holidays, after date of execution. The seller shall not transfer any negotiable promissory note executed in connection therewith until expiration of the three-day period. The buyer may rescind such contracts during the three-day period by delivering or mailing notice thereof signed by him to the seller at the address set forth in the contract. Mailing shall be by certified or registered mail. A sender's postmarked receipt or the affidavit of a disinterested third party is proof of mailing or delivery respectively. To be effective, notice to rescind must be received by the seller within the three-day period.

(b) The following statement shall be printed clearly and conspicuously in contrasting type on contracts described in paragraph (a) of this subsection, other than negotiable promissory notes: "The buyer may rescind or cancel this contract by delivering or mailing a signed, written notice to the seller at the address shown on this contract not later than three days, excluding Sundays and legal holidays, after the date the buyer signs this contract. Mail notice shall be by certified or registered

mail. A sender's postmarked receipt or affidavit of a disinterested third party is proof of mailing or delivery respectively. To be effective, notice to rescind or cancel must be received by the seller within the three-day period. This transaction is regulated by Wis. Adm. Code chapter Ag 109 and the seller is liable to the buyer for violations under section 100.20, Wis. Stats."

(c) Every negotiable promissory note executed in connection with an initial sales transaction between a buyer and seller shall bear on its face the following statement: "Not negotiable until the expiration of three days from the date hereof, excluding Sundays and legal holidays." This does not apply to subsequent purchases under a valid and subsisting sales contract.

(8) Contracts shall state clearly and separately the total net price of food products sold; total net price of nonfood products sold; service or delivery charges; membership fees or similar charges; interest, carrying, time-price differential or similar charges; and the total price the buyer must pay. If the buyer is required to sign a negotiable promissory note, the date and amount of the note and the terms of payment shall correspond exactly with those stated in any other related contract document.

(9) Contracts shall describe separately all terms and conditions of any guarantee or warranty, including those relating to the time limit, any exclusions and limitations, cost of repairs and replacement parts, labor or service charges, and replacement of unsatisfactory or unused products. If any part of the guarantee or warranty is given or is to be performed by any person

other than the seller, that fact and the name and address of such person shall be stated in the contract. A manufacturer's guarantee or warranty for a nonfood product may be furnished to the buyer upon delivery of such product.

The rules contained herein shall take effect as provided in section 227.026, Wis. Stats.

Dated: December 1, 1967.

STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE

/s/ D. N. McDowell
Secretary of Agriculture