

## Weight Discrepancy Claims

The Plastic Recycling Corporation of California (PRCC) reserves the right to amend these provisions from time to time in its sole discretion and will inform the buyer of such amendment at the time of purchase.

### 1. Eligible Claim

#### **PET GRADE A bales**

- A. If the difference between the in-bound net weight is 2% or less of the net weight reported on the supplier's California weighmaster certificate, buyer will absorb the discrepancy.
- B. If the weight discrepancy is greater than 2% of the net weight reported on the supplier's California weighmaster certificate, and both parties provide certified, printed weight tickets, the weight difference will be split evenly between the buyer and the supplier. The unit price will be the PRCC container sales price at the time of sale.

#### **PET GRADE B bales**

- A. If the difference between the inbound net weight is 4% or less of the net weight reported on the supplier's California weighmaster certificate, buyer will absorb the discrepancy.
- B. If the weight discrepancy is greater than 4% of the net weight reported on the supplier's California weighmaster certificate, and both parties provide certified, printed weight tickets, the weight difference will be split evenly between the buyer and the supplier. The unit price will be the PRCC sales price at the time of sale. The unit price will be the PRCC container sales price at the time of sale.

### 2. Documentation

- A. Supplier and buyer must provide certified, printed weight tickets from an identified, reputable facility. If the supplier's weight ticket is handwritten, the supplier will absorb the full discrepancy. If the buyer's weight ticket is handwritten, claim will be rejected.
- B. Buyer shall provide all applicable weight conversions.
- C. Buyer shall provide an in-bound bale count.

### 3. Timing

Claims must be submitted to PRCC within 45 days.

4. **Light Weight:** For Picked Up Loads Only: If Seller's container weight is less than the minimum required weight specified on the PRCC PO, then, in addition to other remedies available to Buyer, Seller shall pay to Buyer an amount based on the following schedule (when applicable):

Light Weight	Local	Long Distance	Export-Ship	East Coast
<=3,000 lbs.	\$100	\$200	\$600	\$1,000
>3,000 lbs.	calculated, between \$112-\$187.50	calculated, between \$225-\$375	calculated, between \$710-\$1184	calculated, between \$1125-\$1875
<5,000 lbs.	buyer discretion	buyer discretion	buyer discretion	buyer discretion

The calculated light weight deduction takes into account the fixed cost of freight and the relative extra freight costs per pound when loads are light. Therefore, the lighter the load, the higher the extra freight cost to the buyer. PRCC assumes average freight costs per container for Local, Export-Truck, Export-Ship, and East Coast, and updates these costs regularly. Please email us to find out the current freight cost assumptions. The deduction calculation ranges between 18.75% and 31.25% of those assumed freight costs.

**Local** is shorter distances, typically in and around the Southern California area. **Long Distance** is where freight costs are higher than local deliveries, typically anything North of Fresno delivering to the Southern California area.

Minimum required weights are 40,000 for domestic loads, and 38,000 for export loads, using 40' HC containers.

5. See also **PRCC Adjustment and Claims Schedule** which can be found online at [www.prcc.biz/buyers](http://www.prcc.biz/buyers) or [www.prcc.biz/sellers](http://www.prcc.biz/sellers).