their judgment or action in performing his/her duties.

(2) Accurate weighing and weight recording require that a weigher shall not permit operations to be hurried to the extent that inaccurate weights or incorrect weight records may result. The gross, tare and net weights must be determined accurately to the nearest minimum graduation. Manual operations connected with balancing, weighing, and recording shall be performed with the care necessary to prevent damage to the accurately machined and adjusted parts of weighbeams, poises, and printing devices. Rough handling of these parts shall be avoided.

(3) Poultry growers, live poultry dealers, sellers, or others having legitimate interest in a load of poultry are entitled to observe the balancing, weighing, and recording procedures. A weigher shall not deny such persons that right or withhold from them any information pertaining to the weight. The weigher shall check the zero balance of the scale or reweigh a load of poultry when requested by such parties or duly authorized representatives of the administrator.

(f) General precautions. (1) The poises of weighbeam scales are carefully adjusted and sealed to a definite weight at the factory and any change in that weight seriously affects weighing accuracy. A weigher, therefore, shall observe if poise parts are broken, loose or lost or if material is added to a poise and shall report any such condition to his/her superior or employer. Balancing or weighing shall not be performed while a scale ticket is in the slot of a weighbeam poise.

(2) Stops are provided on scale weighbeams to prevent movement of poises back of the zero graduation when balancing or weighing. When the stops become worn or broken and allow a poise to be set behind the zero position, this condition must be reported by the weigher to their superior or employer and corrected without delay.

(3) Motion detection circuits are a part of electronic scales. They are designed to prevent the printing of weight values if the load has not stabilized within prescribed limits. The weighmaster’s duty is to print the actual weight of the load within these limits. This requires printing the actual weight of the load, not one of the other weights that may be within the motion detection limits.

(4) Foreign objects or loose material in the form of nuts, bolts, washers, or other material on any part of the weighbeam assembly, including the counter-balance hanger or counter-balance weights, are potential sources of weighing error. Loose balancing material must be enclosed in the shot cup of the counter-balance hanger and counter-balance weights must not be of the slotted type which can readily be removed.

(5) Whenever, for any reason, a weigher has reason to believe that a scale is not functioning properly or not yielding correct weight values, the weigher shall discontinue weighing, report the facts to the parties responsible for scale maintenance and request inspection, test or repair of the scale.

(6) When a scale has been adjusted, modified, or repaired in any manner which can affect the accuracy of weighing or weight recording, the weigher shall not use the scale until it has been tested and inspected and found to be accurate.

(Approved by the Office of Management and Budget under control number 0580–0015)

§ 201.200 Sale of livestock to a packer on credit.

(a) No packer whose average annual purchases of livestock exceed $500,000 shall purchase livestock on credit, and no dealer or market agency acting as an agent for such a packer shall purchase livestock on credit, unless: (1) Before purchasing such livestock the packer obtains from the seller a written acknowledgment as follows:

On this date I am entering into a written agreement for the sale of livestock on credit to , a packer, and I understand that in doing so I will have no rights under the trust provisions of section 206 of the Packers and Stockyards Act, 1921, as amended (7 U.S.C. 196, Pub. L. 94–410), with respect to any such credit sale. The written agreement for such selling on credit covers a single sale.
Provides that it will remain in effect until 
(date).
Provides that it will remain in effect until 
canceled in writing by either party.
(Omit the provisions not applicable.)
Date
Signature __________________________

(2) Such packer retains such ac-
knowledgment, together with all other
documents, if any, setting forth the
terms of such credit sales on which the
purchaser and seller have agreed, and
such dealer or market agency retains a
copy thereof, in his records for such
time as is required by any law, or by
written notice served on such person
by the Administrator, but not less than
two calendar years from the date of ex-
piration of the written agreement re-
ferred to in such acknowledgment; and
(3) Such seller receives a copy of such
acknowledgment.
(b) Purchasing livestock for which
payment is to be made by a draft which
is not a check, shall constitute pur-
chasing such livestock on credit within
the meaning of paragraph (a) of this
section. (See also §201.43(b)(1).)
(c) The provisions of this section
shall not be construed to permit any
transaction prohibited by §201.61(a re-
lating to financing by market agencies
selling on a commission basis.
(Approved by the Office of Management and
Budget under control number 0580-0015)
§201.216 Additional capital invest-
ments criteria.
The Secretary may consider various
criteria in determining whether a re-
quirement that a poultry grower or
swine production contract grower
make additional capital investments
over the life of a production contract
or growing arrangement constitutes a
violation of the Act. These criteria in-
clude, but are not limited to:
(a) Whether a packer, swine con-
tactor or live poultry dealer failed to
give a poultry grower or swine produc-
tion contract grower discretion to de-
cide against the additional capital in-
vestment requirement;
(b) Whether the additional capital in-
vestment is the result of coercion, re-
taliation or threats of coercion or re-
taliation by the packer, swine con-
tactor or live poultry dealer;
(c) Whether the packer, swine con-
tactor or live poultry dealer intends
or does substantially reduce or end op-
erations at the slaughter plant or proc-
essing facility or intends or does sub-
stantially reduce or end production op-
erations within 12 months of requiring
the additional capital investment, ab-
sent the occurrence of a catastrophic
or natural disaster, or other emer-
gency, such as unforeseen bankruptcy;
(d) Whether the packer, swine con-
tactor, or live poultry dealer required
some poultry growers or swine produc-
tion contract growers to make addi-
tional capital investments, but did not
require other similarly situated poul-
try growers or swine production con-
tact growers to make the same addi-
tional capital investments;
(e) The age and number of recent up-
grades to, or capital investments in,