Sellers have agreed to sell and Buyers have agreed to buy ........................................... say ........................................... tons of 1000 kilos
in bulk

at ........................................... say ........................................... per ton of 1000 kilos

net delivered weight, cost insurance and freight to

from ...........................................

as per Bills of Lading or despatch documents dated or to be dated during ...........................................

by ship or ships and/or inland water transport and/or rail and/or road, direct or indirect, with or without transhipment.

Payment in ........................................... as per Payment Clause.

1. TOLERANCE: Sellers to have the option of shipping 5% more or less of contract quantity. On arrival any excess or deficiency over 2% to be settled at the market price on day of ship’s reporting or other transport arriving and when the quantity is shipped in more than one ship or consignment, settlement is to be made at market price on the date of reporting of the last ship to report or the last consignment to arrive. Such market price to be agreed amicably or by arbitration. Sellers may ship the usual proportion in bags for stowage purposes, such bags to remain the ship’s or Sellers’ property. In the event of more than one shipment being made each shipment is to be considered as a separate contract but the tolerance on the mean contract quantity is not to be affected thereby.

2. QUALITY: At the time and place of shipment, the seed shall be of good merchantable quality, in good condition and of the agreed description and specifications. Should the seed on arrival be sea or otherwise damaged or out of condition, this contract is not be be void, but the seed as well as the sweepings is to be take with an allowance to be fixed by agreement or by arbitration.

3. WARRANTY: The seed is not warranted free from defect rendering it unmerchantable which would not be apparent on reasonable examination.

4. SPECIFICATIONS:

Oil Content: Basis ................. %

“tale quale” test in accordance with the Federation’s Standard Contractual Methods List.

Allowance: ...........................................

Moisture: Basis ................. % Max ................. %

Allowance: ...........................................

Admixture: Basis ................. % Max ................. %

Allowance: ...........................................

FFA: Basis ................. % Max ................. %

Allowance: ...........................................

5. DECLARATION OF DESTINATION: The goods are sold for shipment/delivery to

but Buyers have the option to declare ...........................................

as the port/s or place of destination with a minimum of ........................................... tons to any one destination. To exercise this option Buyers shall declare the port/s or place of destination to Sellers by any means of rapid written communication, not later than 16.00 hours on ...........................................

The Notices Clause and the Non-Business Days Clause shall not apply to such declaration.

6. SHIPMENT AND CLASSIFICATION: Shipment, direct or indirect, with transhipment (so long as a through Bill of Lading is provided) or without transhipment, in ship/s (tankers excluded), classified not lower than Lloyd’s 100 A1 or equivalent classification in any other recognised Register.

7. ADVANCE NOTICE OF TRANSPORTATION ARRANGEMENTS: Notice of intention relative to arrangements made for transportation to be given to Buyers not later than the business day prior to the day intended for transportation. Sellers cannot be held responsible for any unavoidable disparity between this advance information and the subsequent declaration under the Declaration of Shipment or Inland Transport Clause.

8. DECLARATION OF SHIPMENT OR INLAND TRANSPORT: Notice stating ship’s name, date of Bills of Lading or date/s of despatch and approximate quantity shipped shall be despatched by first Sellers to their Buyers not later than 2 days after the date of the Bills of Lading or date/s of despatch. Notices by intermediate Sellers shall be accepted by the Buyers although shipped by them after such time, if from the 2nd day after the date of the Bills of Lading or date/s of despatch such notices have been passed on with due despatch.

The date of the “on board” Bills of Lading or despatch documents shall be considered proof of the date of shipment or despatch in the absence of conclusive evidence to the contrary.

Notices shall be deemed to be under reserve for errors and/or delays in transmission. Any slight variation in the ship’s name shall not invalidate the declaration, A valid declaration cannot be withdrawn except with the Buyer’s consent. Should the ship arrive before receipt of the declaration of shipment and extra expenses be incurred, such expenses are to be paid by Sellers.

The provisions of this clause to be inoperative if the goods have been sold afloat.
9. EXTENSION OF SHIPMENT: When the contract shipment period does not exceed 31 days the period of shipment can, at the request of the shipper, be extended for a period not exceeding 3 days; provided rapid written communication, of his intention to claim such extension not later than the first business day following the last day of the original contract shipment period. Successive Buyers must pass on this notification with due dispatch. The Seller need not state the number of additional days claimed, but the contract price shall be reduced as follows by:—

<table>
<thead>
<tr>
<th>Period extended</th>
<th>Reduction in price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 days</td>
<td>1½%</td>
</tr>
<tr>
<td>4 or 5 days</td>
<td>3%</td>
</tr>
</tbody>
</table>

If the Seller requests an extension and fails to ship within the 8 days, the original contract shipment period shall have been extended by 8 days and the contract price reduced by 1½%.

10. INSURANCE:

(a) When by sea route Sellers to give approved policy/ies and/or certificate/s and/or letter/s of insurance effected with first class underwriters and/or companies, claims payable by companies domiciled in Western Europe in the currency of the contract in accordance with the Institute/FOSSA Trades Clauses (B) irrespective of percentage, for not less than 2% over the gross amount of the Provisional Invoice. Sellers shall not be responsible for goods lost or damaged in transit unless the Seller has given written notice to its underwriters of such cargo on board ship, and such claim has been made.

(b) When by inland waterways Sellers to provide customary inland waterway insurance in accordance with the Institute/FOSSA Trades Clauses (A) irrespective of percentage, for not less than 2½% over the gross amount of the Provisional Invoice.

(c) When by inland waterways transport it is Sellers' responsibility to ensure that carriers undertake all risks under their care up to the point of delivery, at which point Buyers are required to safeguard Sellers' rights against the railway company or carriers in the event of loss or damage.

11. WAR RISKS INSURANCE:

(a) All goods are to be shipped by sea also Sellers shall also insure the goods in accordance with the Institute War and Strikes Clauses (FOSSA Trades) in force at the time of shipment. The rate of war risks insurance not to exceed the rate ruling in London on date of Bills of Lading or date of ship's sailing from each loading port for which Bills of Lading are issued, whichever may be adopted by underwriters.

(b) When goods are shipped by inland waterways Sellers shall also insure the goods against marauding risks at the rate ruling at time of shipment and applicable to the route to be covered.

(c) Any war or marauding risk premium in excess of 1½% shall be payable by Buyers at time of payment and shall be advised to Buyers not later than 3 business days after the freight has been signed by party(ies) or company/ies/underwriter/s and policy number/s and shall be guaranteed by a recognised bank if required by Buyers. After payment Letter/s of Insurance shall be substituted by Policy/ies and/or Certificate/s on request.

12. SUPERINTENDENTS: Reference in the contract to superintendents, surveyors or representatives shall mean member superintendents of FOSSA International.

The use of member superintendents shall be mandatory where:

(i) the contract or national laws require the use of Governmental or other agencies not recognised by FOSSA International;

(ii) no member superintendents/s are available or proximate to the port/s concerned.

13. ANALYSTS: Reference in the contract to analysts shall mean who are members of FOSSA International. The use of member analysts shall be mandatory wherever the contract or national laws or regulations require the use of Governmental or other analysts. In such cases:

14. PAYMENT AND SHIPPING DOCUMENTS:

(a) If by inland road or rail transport:

Payment shall be made by Buyers for 98% of invoice amount by cash on arrival/delivery against complete set of documents appropriate to the form of transport.

(b) If by ocean going ship or inland waterway transport:

Payment shall be made by Buyers for 100% of invoice amount by cash against complete set of shipping documents on presentation.

If documents are presented to Buyers through the intermediary of a bank then the bank charges incurred shall be for Sellers' account. If Buyers request presentation through a bank of their choosing, and Sellers agree, those bank charges shall be for Buyers' account. For the purposes of this contract, the relationship between banks shall be deemed to be in accordance with ICC URC 522 or any subsequent amendment thereto.

Shipping documents shall consist of:

1. Commercial invoice;

2. Full set of clean "on board" Bills of Lading and/or Ship's Delivery Order/s and/or other Delivery Order/s in negotiable and transferable form, such other delivery Order/s guaranteed by a recognised bank if required by Buyers.

(i) If the Bills of Lading does not indicate that freight has been paid, the amount of freight shall be deducted from the invoice amount and paid by Buyers on Sellers' behalf unless Sellers guarantee that freight has been paid. Buyers to send copy of the freight note to Sellers for final invoicing purposes. If freight is to be paid in a currency other than the currency of this contract, the conversion in the final invoice shall be made at the rate of exchange on the day of actual freight payment;

(ii) If the Bills of Lading refer to a Charter Party and/or any documents relating to the freight booking, Sellers shall be responsible for any detrimental consequences from clauses of such Charter Party and/or documents relating to the freight booking being contrary to the terms of this contract. If such Bills of Lading is signed by parties other than the Master then the Bills of Lading shall be accompanied by photostat copy of written authority from shipowner or Master authorising the signatory to the Bills of Lading;

3. Policy/ies and/or Insurance Certificate/s and/or Letter/s of Insurance in the currency of the contract. Letter/s of Insurance shall specify the insurance company/ies and/or underwriter/s and policy number/s and shall be guaranteed by a recognised bank if required by Buyers. After payment Letter/s of Insurance shall be substituted by Policy/ies and/or Certificate/s on request;

4. Transport and/or shipping documents and/or certificate/s and/or letter/s of insurance and/or any other recognised War Risk Clause and/or any other recognised War Risk Clause. Should documents be presented with incomplete set/s of Bills of Lading, presentation shall be made provided that delivery of such Bills of Lading be guaranteed, such guarantee to be signed by a recognized bank. Acceptance of this guarantee shall not prejudice Buyers' rights under this contract. Should Sellers have failed to present shipping documents on arrival of the ship at destination, Buyers shall take delivery under a guarantee acceptable to the shippers to be provided by Sellers, such guarantee to be signed by a first class bank if required by the shippers. Buyers shall pay for the documents when presented. Any reasonable extra expenses, including costs of such guarantee or extra handling charges incurred by reason of the failure of Sellers to provide such documents, shall be borne by Sellers and allowed for in the final invoice. In every instance where a parcel of goods sold by this contract forms an unidentified part of a larger identified quantity of goods, whether delivered at the time of sale or at any future date, the actual quantity shall be calculated on the basis of the quantity stated in the sale. Such calculation shall be made by the parties who are responsible for the satisfaction thereof. Any difference between the calculated quantity and the quantity stated shall be settled by the parties to whom it shall be credited; and

Payment shall not be deemed to have been effected before receipt of cleared funds by the payee or his bank. If payment is agreed to be by bank transfer, the party shall effect payment to the payee's bank on or before the due date for payment and payment instructions shall specify a valid date not later than the second bank working day after the date of payment.

Any monies due by either party to the other for the final invoices and/or accounts for items on shipments fulfilling this contract shall be settled by either party without delay (except as otherwise provided under awards of arbitration or appeal as governed by the other provisions in the contract), and if not settled a dispute shall be deemed to have arisen which may be referred to arbitration.

15. INTEREST: If any payment is not made on or before the due date for payment, interest shall be payable.

If there is no due date for payment, interest shall be payable if there has been an unreasonable delay in payment. Interest payable shall be chargeable to the customer if the amount of interest is not mutually agreed, a dispute shall be deemed to exist which shall be settled by arbitration in accordance with the Arbitration Clause.

Nothing in this clause shall affect a party's rights to invoke the provisions of the Default Clause in a case where a failure to effectively timely payment could give rise to a claim under that clause.

16. CHARTER PARTY: If the Bills of Lading refer/s to a Charter Party then, if required by Buyers, Sellers shall provide a copy of the Charter Party.

17. UNASCERTAINED GOODS: In every instance where a parcel of goods sold by this contract forms an unidentified part of a larger identified quantity of goods, whether delivered at the time of sale or at any future date, the actual quantity shall be calculated on the basis of the quantity stated in the sale. Such calculation shall be made by the parties who are responsible for the satisfaction thereof. Any difference between the calculated quantity and the quantity stated shall be settled by the parties to whom it shall be credited; and

18. DISCHARGE:

(a) (i) For meeting ships. The oilseds shall be discharged in accordance with the custom of the port or as customary for liners if so provided in the Bill of Lading and the Buyers shall take delivery when the ship is ready to discharge. If documents are tendered which do not provide for discharge as above or contain contrary stipulations as to discharge and/or demurrage, Sellers shall be responsible to Buyers for all extra expenses incurred thereby. All working out from discharge to receipt of goods at Buyers' docks shall be billed at the rate ruling at the time of shipment. The rate of war risks insurance not to exceed the rate ruling in London on date of Bill/s of Lading or date of ship's sailing from each loading port for which Bills of Lading are issued, whichever may be adopted by underwriters.

(b) The place and method of discharge of transports other than sea going ships to be as customary at the place of discharge.

Belt weighing may be used but only if agreed by the parties, with the weighing instrument verified to be calibrated, the loading/discharge operations shall be conducted in a manner to be accurately recorded. The procedure shall be stated on the Certificate of Weight. In the absence of both discontinuous and continuous automatic weighing instrument(s), weight can be established by a displacement calculation method (draft survey) on the express condition that both parties agree and that such weighing procedure is stated on the Certificate of Weight.
19. SAMPLING AND ANALYSIS: Representative samples of the seed shall be drawn during discharge in accordance with the method laid down in the Federation's Standard Contractual Methods List.

Buyers' and Sellers' superintendents shall draw and seal jointly 5 representative sets of samples for analysis and/or arbitration purposes.

Buyers or their representatives shall retain 2 sets of sealed samples and with due despatch send 1 set of sealed samples for analysis to an analyst in membership of the Federation's Standard Contractual Methods List. Where conditions of the contract so require, the contract producer of buyers' samples shall carry out an analysis on each sample and to record the weighted average result, together with the number of analyses performed, on one certificate. Where no allowances apply, Buyers' superintendents shall mix the samples to form an aggregate sample on which the single analysis shall be carried out. The remaining 2 sets of sealed samples shall be retained by Buyers or their representatives.

If Buyers fail to send a set of samples for analysis, Sellers have the right to submit a set of samples and the results of this analysis shall stand as the first analysis.

The analyses shall be carried out in accordance with the methods laid down in the Federation’s Standard Contractual Methods List. Shipping analysis shall be final for moisture and admixture based on certificates issued by official and/or independent recognised laboratories in the country of shipment.

All samples drawn under the terms of this contract when delivered to the Federation or to the analyst/s to become and be their absolute property.

apply, Buyers' superintendent shall mix the samples to form an aggregate sample on which the single analysis shall be carried out. The remaining 2 sets of sealed

The analyses shall be carried out in accordance with the methods laid down in the Federation’s Standard Contractual Methods List.

Buyers and Sellers have the right to claim, at their own expense, a second or third analysis for any one or more individual specification. The party requesting such analyses are made, the mean of the 2 results, and if 3 analyses are made, the mean of the 2 results closest to each other, as the case may be, shall be binding and form the basis for final settlement. Where the results of the 3 analyses are such that the above formula does not apply, the mean of the 3 shall be taken as final.

The analysis shall not be tendered by the name of the Analyst to the other party if so requested.

Parties shall pass on certificates of analysis with due despatch.

If either party fail to appoint a superintendent then the samples drawn by the superintendent present shall be the valid samples for the purposes of analysis and/or arbitration.

Details of seals and labels shall be given on analysis certificates.

The contract shall be carried out in accordance with the methods laid down in the Federation’s Standard Contractual Methods List.

20. DUTIES, TAXES, ETC: All export duties, taxes, levies, etc., present or future in country of origin/port of shipment shall be for Sellers’ account.

All import duties, taxes, levies, etc., present or future in port of discharge/country of destination shall be for Buyers’ account.

When a contract calls for the free entry into or preferential duty in port of destination named herein or at the option of the other party, all duties shall be paid by the party requiring the free entry or preferential duty.

Buyers have no claim against Sellers for delay in shipment or cancellation under this clause provided that Sellers shall have supplied to their Buyers, if required, a Certificate of Origin for the country of destination.

The certificate/s shall bear the FOSFA International official seal.

21. NOTICES: Notices to be despatched by any means of rapid written communication. All notices shall be under reserve for errors in transmission. Notices shall be passed on with due despatch by intermediate Buyers and Sellers. Any notice received after 16.00 hours on a business day shall be deemed to have been received on the following business day. Notice from a broker shall be a valid notice under this contract.

22. NON-BUSINESS DAYS: Should the time limit for doing any act or giving any notice expire on a Saturday, Sunday or any public holiday in the country where the act has to be done or the notice resides or has to be received then the time limited for the act or giving the notice has to be extended until the first business day following the contract shipment period.

Shipment after the contract shipment period shall be limited to the port/s nominated.

The analyses shall be carried out in accordance with the methods laid down in the Federation’s Standard Contractual Methods List.

Shipping analysis shall be final for moisture and admixture based on certificates issued by official and/or independent recognised laboratories in the country of shipment.

23. FORCE MAJEURE: Shipment of the goods or any part thereof be prevented at any time during the last 30 days of the contract shipment period by reason of Act of God, strikes, lockouts, riots, civil commotions, fires or any other cause comprehended by the term Force Majeure at ports of loading or elsewhere provided that all reasonable efforts shall be taken to deliver the goods to such ports and within the time allowed in the contract for the delivery of such goods. Should the contract shipment period be less than 30 days such extension shall be limited to the number of days allowed for shipment under the contract shipment period.

Should a port of discharge be closed during the period of loading from the contract shipment period the contract or any unfulfilled part thereof so affected shall be cancelled.

Buyers invoking this clause shall notify Buyers with due despatch.

When goods of a specific origin are sold with the option of shipment from alternative ports and shipment from all alternative ports is not prevented Sellers may only invoiced regard to the specific port of discharge agreed to by Buyers as the intended ports of loading prior to or within 7 days of the occurrence or if the occurrence commences within the last 7 days of the contract shipment period the port/s of loading to be notified not later than the first business day following the contract shipment period. Shipment after the contract shipment period shall be limited to the port/s so nominated.

Buyers against Sellers for delay in shipment or cancellation of contract or unfulfilled part thereof is not the fault of either party but on account of a force majeure, competent evidence satisfactory evidence justifying delay or non-fulfilment to establish any claim for extension or cancellation under this clause. In case of default after extension the default date shall be similarly deferred.

24. PROHIBITION: In the event, during the contract shipment period, of prohibition of export or any other executive or legislative act by or on behalf of the Government of the country of origin or of the territory where the ports of shipment named herein are, or of blockade or hostilities, restricting export, whether partially or otherwise, any such restriction shall be deemed by both parties to apply to this contract and to the extent of such total or partial restriction to prevent fulfilment whether by shipment or by any other means whatsoever and to that extent this contract or any unfulfilled portion thereof shall be extended by the number of days required for the removal of such restriction.

In the event of shipment during the extended period still proving impossible by reason of any of the causes in this clause the contract or any unfulfilled part thereof shall be cancelled. Sellers invoking this clause shall advise Buyers with due despatch. If required, Sellers must produce proof to justify their claim for extension or cancellation under this clause.

25. BANKRUPTCY/INSOLVENCY: If before the fulfilment of this contract, either party shall suspend payment, notify any of his creditors that he is unable to meet his debts or that he has suspended payment or that he is about to suspend payment of his debts, convene, call or hold a meeting of his creditors, propose a voluntary arrangement, apply for an official moratorium, have an administration order made, have a winding up order made, have a receiver or manager appointed, convene an extraordinary meeting of shareholders, appoint an auditor, apply for bankruptcy or liquidation (other than in liquidation by composition or in liquidation by purchase), be wound up, be subject to the Insolvency Act 1986 or have a Bankruptcy Petition presented against him the contract shall forthwith be closed, either at the actual or estimated market price then current for similar goods or, at the option of the other party, at a price to be ascertained by re-purchase or re-sale and the difference between the contract price and the price so ascertained shall be the amount paid under the contract. In the event of the other party being unable to pay the amount price. Should either party be dissolved at the price by the re-purchase or re-sale, then the matter shall be referred to arbitration. If no re-purchase or re-sale takes place and if the parties cannot agree to a closing-out price, then on application of either party, the closing-out price shall be fixed by a sole arbitrator appointed by the Federation subject to the right of appeal under the Federation’s Rules of Arbitration and Appeal.

26. CIRCLE: Where a Seller repurchases from his Buyer, or from any subsequent Buyer, the same goods or part thereof, a circle shall be considered to exist as regards the particular goods so repurchased, and the provisions of the Default Clause shall not apply. (For the purpose of this clause, the same goods shall mean goods of the same description, of the same country of origin, of the same quality and, where applicable, of the same analysis warranty for shipment to the same port, when the same parties are dealing at the same period of time and under the same conditions of trade.) Different currencies shall not invalidate the circle.

Where the circle includes contract/s expressed in different currencies, the lowest invoice amount shall be replaced by the market price on the first business day for contract/s in the same currency. All analyses shall be settled between each Buyer and his Seller in the circle by payment of the difference between the market price and the relevant contract price in the currency of the contract. Failing amicable agreement the market price shall be that declared by a Price Settlement Committee of the Federation appointed for that purpose on application of either party.

Such settlement shall be due for payment not later than 7 days after the last day for declaration or, should the circle not be established before the expiry of this time, settlement to be due for payment not later than 7 days after the circle is established. No circle shall be considered to exist if its existence is not established within 45 days after the last day of shipment.

All parties shall give every assistance to the establishment of the circle and where a circle shall have been established same shall be binding on all parties to the circle. Should any party in the circle commit prior to the due date for payment any act reprehensible in the Bankruptcy/Insolvency Clause, the invoice amount for the goods calculated at the closing-out price as provided for in the Bankruptcy/Insolvency Clause, shall be taken as the basis for settlement instead of the invoice amount in the contract and in this event the party in default shall be liable to the party of his difference between the closing-out price and the contract price, as the case may be.

In the event of a claim under the Prohibition Clause or the Force Majeure Clause the date for settlement shall be deferred until the expiry of the extended shipment period. Thereafter, if the contract is cancelled under the terms of the Prohibition Clause or the Force Majeure Clause, this clause is not applicable.

27. DEFAULT: In default of fulfilment of this contract by either party, the other party at his discretion shall, after giving notice, have the right either to cancel the contract, or the right to sell or purchase, as the case may be, against the defaulter who shall on demand make good the loss, if any, on such sale or purchase. If the party liable to pay shall be dissatisfied with the price of such sale or purchase, or if neither of the above rights is exercised, the damages, if any, shall, failing amicable agreement determined by arbitration. The damages awarded shall be the actual or estimated market price on the day of default. Damages to be computed on the mean contract quantity. If the arbitrators consider the circumstances of the default justify it they may, at their absolute discretion, award damages on a different quantity and/or award additional damages.

Prior to the last day for making a declaration of shipment a Seller may notify his Buyer of his inability to ship but the date of such notice shall not become the date of default without the agreement of the Buyer. If, for any other reason, either party fails to fulfill the contract and is declared to be in default by the other party
and default is either agreed between the parties or subsequently found by arbitrators to have occurred, then the day of the default shall, failing amicable settlement, be decided by arbitration.

28. DOMICILE: This contract shall be deemed to have been made in England and the construction, validity and performance thereof shall be governed in all respects by English law. Any dispute arising out of or in connection therewith shall be submitted to arbitration in accordance with the Rules of the Federation. The serving of proceedings upon any party by sending same to their last known address together with leaving a copy of such proceedings at the offices of the Federation shall be deemed good service, rule of law or equity to the contrary notwithstanding.

29. INTERNATIONAL CONVENTIONS: The following shall not apply to this contract:
(a) the Uniform Law on Sales and the Uniform Law on Formation to which effect is given by the Uniform Laws on International Sales Act 1967;
(b) the United Nations Convention on Contracts for the International Sale of Goods of 1980;

30. ARBITRATION: Any dispute arising out of this contract, including any question of law arising in connection therewith, shall be referred to arbitration in London (or elsewhere if so agreed) in accordance with the Rules of Arbitration and Appeal of the Federation of Oils, Seeds and Fats Associations Limited, in force at the date of this contract and of which both parties hereto shall be deemed to be cognizant. Neither party hereto, nor any persons claiming under either of them, shall bring any action or other legal proceedings against the other of them in respect of any such dispute until such dispute shall first have been heard and determined by the arbitrators, umpire or Board of Appeal (as the case may be), in accordance with the Rules of Arbitration and Appeal of the Federation, and it is hereby expressly agreed and declared that the obtaining of an Award from the arbitrators, umpire or Board of Appeal (as the case may be), shall be a condition precedent to the right of either party hereto or of any person claiming under either of them to bring any action or other legal proceedings against the other of them in respect of any such dispute.

© FOSFA Copyright 2015