

**CONDITIONS OF SALE FOR CONTRACTS ON  
FAS, FOB, CFR, CIF TERMS OR SIMILAR BASIS**

a) **Insurance**

Where a contract is made on CIF terms, Marine insurance shall be affected against all risks (Institute Cargo Clause A) for the invoice amount plus a minimum of 10%. The insurance shall include War Risk at the rate ruling in London at the time of shipment, but any War Risk premium in excess of one half of one per cent (1/2%) to be for the account of buyers. The terms of the War Risk insurance shall be those governed by the Institute of London Underwriters.

b) **Shipment**

Immediate shipment shall mean shipment on the date of the contract or on any of the following 7 consecutive days. Prompt shipment shall mean shipment on the date of the contract or on any of the following 14 consecutive days.

c) **Force Majeure**

Sellers are not responsible for the delay or other contingencies caused by war, blockade, civil commotion, prohibition of exports, strikes, lockouts, floods or other cases of force majeure. Should sellers claim to avoid the contract under this clause on the ground that shipment has been prevented, if required by buyers they shall furnish a certificate to this effect from the British Consul or Lloyd's Agent or other competent authority at the port of shipment, which shall be taken as final.

d) **Payment**

Cash against documents upon presentation or by Letter of Credit. In the event that tendered goods arrive at the port of destination before buyers are in possession of shipping documents, buyers shall take delivery under indemnity, the cost of which shall be borne by sellers or, at buyer's option, recover the total costs of quay rent and container demurrage until such time that buyers receive the documents plus 3 further days for processing.

e) **Quality**

To be Fair Average Quality of the crop as may be determined by the trade from time to time. Where, in the opinion of the buyer, the quality is inferior to F.A.Q., he shall be entitled to claim an allowance; such allowance, if not settled amicably, to be decided by arbitration.

f) **Declaration of Shipment**

Sellers shall declare to the buyer the name of the vessel or vessels on which the goods have been shipped, together with the quantity shipped and the shipped on board Bill of Lading number and date, container number(s) and shippers load and stow per container no later than 15 consecutive days after the date of the shipped on board Bill of Lading (10 consecutive days for Mediterranean almonds, and hazelnuts). Thereafter all intermediate sellers must pass the declaration on with due despatch. A valid declaration once made cannot be withdrawn except by agreement with buyer(s).

**g) Default**

Should the seller not have declared fulfilment of the contract following the final date of shipment for which the contract allows in accordance with Clause (f) above, he shall then be in default and the buyer, after first giving notice to the seller in writing, shall be entitled to cancel the contract or to buy against the seller at the market price on the day of default, or proceed to arbitration for the purpose of establishing the price at which the goods in question shall be invoiced back to the seller and the seller shall make good to the buyer the loss, if any, thereby involved. Intermediary sellers will not be penalised if they have passed on the declaration with due despatch.

**h) Claims**

No liability of any kind attaches to sellers unless a claim is made in writing by the buyers within 21 consecutive days after arrival at final destination provided the container(s) have been removed from the quay within a reasonable time or 42 consecutive days for loss in weight claims.

Where a contract has been divided into two or more parcels, loss in weight claims shall be accepted for each separate parcel.