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注: 这些附录中所包括的形式上的协议,其目的只是作为一些例证,而不是想提供法律咨询或指南。对于您的契约所需的特定表格,条款和条件,您应向您自己的律师进行咨询。

一九九四年七月二十二日

北美出口谷物协会（股份有限）合同第2号—离岸价格出口合同（美国/加拿大），1988年8月1日修正。
本合同包括对出口谷物数量、重量、质量、交货、价格、支付等规定，共28条。

NORTH AMERICAN EXPORT GRAIN ASSOCIATION, INC.

FREE ON BOARD EXPORT CONTRACT U.S.A./CANADA

NO. 2

Revised as of August 1, 1988

Contract No. _____

New York, N.Y. _____ 19 _____

1. Sold by _____

2. Purchased by _____

3. Broker/Agent _____

4. Quantity _____

in bulk, including dockage, 5% more or less at buyer's option, and at market price (per Clause 10) as follows: If the first delivery under this contract is for a quantity between contract minimum and contract maximum (both inclusive), no further deliveries shall be made. If this contract is to be executed by more than one vessel, the loading tolerance of 5% more or less shall apply on the difference between the mean contract quantity and the quantity that has been delivered on all prior vessels. Any delivery which falls within this difference, plus or minus 5%, shall complete the contract.

5. Weight Quantity to be final at port of loading in accordance with customary weight certificates. 1,016 kilos shall be equal to 2,240 lbs.

6. Commodity _____

In accordance with the official grain standards of the United States or Canada, whichever applicable, in effect on the date of this contract.

7. Quality Quality and condition to be final at port of loading in accordance with official inspection certificates.

In case of delivery at St. Lawrence ports, quality and condition to be final in accordance with Lake and/or loading ports official inspection certificates; Lake inspection certificates to be properly identified at ports of shipment.

Each party hereby authorizes the other party to request in both parties' names an appeal inspection under the U.S. Grain Standards Act at any time prior to or during the loading of the vessel, and whether or not such request was filed before commencement of loading. The cost of such appeal inspection, unless otherwise stipulated in this contract, shall be borne by the party requesting it.

Delivery of higher grades of grain of the same type and description is permissible. The commodity is not warranted free from defect, rendering same unmerchantable, which would not be apparent on reasonable examination, any statute or rule of law to the contrary notwithstanding.

8. Delivery Delivery shall be made between _____ and _____, both inclusive (the "delivery period"), at discharge end of loading spout, to buyer's tonnage in readiness to load, in accordance with custom of the port and subject to the elevator tariff to the extent that it does not conflict with the terms of this contract. Incorporation of a loading rate guaranty in this contract shall not entitle seller to delay delivery.

Buyer shall give vessel nominations ("preadvice") in accordance with Clause 15, in time for seller to receive minimum _____ days notice of probable readiness of tonnage and quantities required (the "preadvice period"). Buyer to keep seller informed of changes in expected date of vessel readiness.

Time for the preadvice shall be deemed to commence to count at 1200 noon, local time at place of receipt, on the business day of receipt by seller and shall be counted in consecutive periods of 24 hours.

Seller shall, if applicable, declare port and berth of loading within a reasonable time (but not later than _____ days) after receipt by seller of the preadvice, except that seller shall not be obligated to make such declaration earlier than (a) the 8th day prior to commencement of the delivery period for port declaration and (b) the 5th day prior to commencement of the delivery period for berth declaration.

The vessel shall not be prevented from filing and from taking its place in the vessel line-up at the designated port/berth during the preadvice period or before commencement of the delivery period, notwithstanding which, seller shall not be obliged to effect delivery to the vessel before the expiration of the preadvice period or before commencement of the delivery period. For the purposes of this contract a vessel shall be considered filed when it (a) has tendered valid notice of readiness to load to the charterer or his agent, at the port of loading, (b) has given written advice of such tender to the loading elevator, complete with all customarily required documents, such advice having been presented between the hours of 0900 and 1600 local time on a business day or between the hours of 0900 and 1200 noon on Saturday (provided not a holiday) and (c) is ready to receive grain in the compartments required for loading under this contract.

Buyer shall be allowed to make one substitution of a vessel, provided the substituting vessel is of the same type and approximately the same size and position. If the original or the substituting vessel is unable to lift the commodity by reason of the vessel having sunk or having suffered incapacitating physical damage, an additional substitution shall be made of a vessel of the same type and approximately the same size, and with a position agreeable to buyer and seller. Such agreement shall not be unreasonably withheld. The nomination of the substituting vessel shall be subject to the preadvice requirements of this clause, regardless of any preadvice previously given, unless the estimated time of arrival of the substituting vessel is the same as the estimated time of arrival of the original vessel when nominated. No substitution of vessels other than as provided in this clause shall be made. If this is a "named vessel" contract, no substitution other than after a casualty as described above shall be permitted.

Bills of lading and/or mate's receipts to be considered proof of date of delivery in the absence of evidence to the contrary. Any delivery in part fulfillment of this contract shall be considered as if made under a separate contract.

9. Days In any month containing an odd number of days, the middle day shall be reckoned as belonging to both halves of the month.

10. Price

_____ per _____
 free on board buyer's tonnage at _____

If this contract is for a flat price, any variance in quantity from the mean contract quantity shall be settled basis the FOB market value (as defined in paragraph (a) and (b) below).

If the contract price is to be established on an exchange of futures, futures shall be exchanged prior to delivery of the commodity or at least 5 calendar days prior to the last trading day of the applicable futures month, whichever is earlier, to the nearest 5,000 bushels of the mean contract quantity. If deliveries under this contract result in a variance from the mean contract quantity, there shall be another exchange of futures as soon as possible after the last date of loading to bring the resulting amount of futures exchanged to the nearest 5,000 bushels of the quantity delivered. All exchanges of futures shall be made within the range of prices prevailing on the futures market on the date of the exchange. The variance from the mean contract quantity shall be settled basis the market value of the premium (as defined in paragraph (a) and (b) below).

- (a) The FOB (flat price) market value, or the market value of the premium, as the case may be, shall be that prevailing on the close of the appropriate market in the country of origin of the commodity on the last date of loading, if such be a business day, otherwise on the close of such market on the previous business day.
- (b) In the event the parties do not agree on the market value by the time the shipping documents are ready to be transmitted to buyer, seller shall invoice the entire shipment provisionally at contract price. Thereafter, final invoice for the difference between contract price and market value shall be presented as soon as possible and payment shall be made immediately.

11. Payment

* (a) Net cash by irrevocable divisible letters of credit issued or confirmed by a prime U.S. bank in New York (or _____ by mutual agreement), available by sight drafts accompanied by shipping documents per Clause 12 (or warehouse receipts if option (c) of Clause 18 is exercised). Such letters of credit, in a form acceptable to seller, shall be established not later than 5 days prior to the beginning of the delivery period, and shall be valid at least until the 30th day after expiration of the delivery period. Should delivery be delayed beyond the delivery period, buyer, if requested by seller, shall amend letters of credit accordingly and buyer shall increase the amount of the letter of credit to provide for carrying charges, if applicable. All bank charges shall be for buyer's account.

—or—

* (b) Net cash in U.S. Dollars, by telegraphic transfer to the bank designated by seller, against presentation of and in exchange for shipping documents per Clause 12 (or warehouse receipts if option (c) of Clause 18 is exercised). Such presentation shall be made in the city of _____

All bank charges in connection with payment shall be for buyer's account.

—or—

* (c) _____

*Delete paragraphs which are not applicable.

12. Shipping Documents

Payment to be made against bills of lading or mate's receipts (at seller's option), and weight and inspection certificates. However, if practicable, seller shall follow instructions of buyer in establishing bills of lading containing such clauses as buyer's/vessel's agents or owners usually endorse or attach. Buyer shall accept such bills of lading but seller assumes no responsibility for their correctness.

13. Notice of Delivery

Notice of delivery stating vessel's name, dates of bills of lading (or mate's receipts), quantities and qualities loaded (including percentage of dockage if applicable) shall be given or passed on by seller to buyer without undue delay. Notices of delivery shall be subject to correction of any errors.

14. Insurance

Marine and war risk (plus strikes, riots, civil commotions and mine risk) insurance, covering seller's/buyer's interests as they may appear, is to be covered by buyer with first-class approved companies and/or underwriters and to be confirmed by such companies and/or underwriters to seller at least 5 days prior to the expected readiness of the vessel. If this confirmation is not received by seller by such time, seller may place such insurance for buyer's account and at buyer's risk and expense.

15. Communications

All notices under this contract shall be given by letter, if delivered by hand on the day of writing, or by cable, telex or other method of rapid written communication. Any notice received after 1600 hours (local time at place of receipt) on a business day shall be deemed to have been received on the following business day, except that for preadvice given and received by parties which are both located in the Continental United States and/or Canada, the reference herein to 1600 hours shall signify 1600 hours New York City time (E.S.T. or E.D.T.), as in effect on date of receipt of the notice).

16. Circles

(a) For the purposes of this clause, a circle shall consist of a series of contracts in which each seller is also a buyer of a commodity of the same description and quality, for delivery at the same ports and with compatible delivery periods.

(b) If this contract forms part of a circle, each party may agree with the other parties in the circle to forego actual delivery and to participate in a clearing agreement for the settlement of contract price differences. Monies due and owed to parties in the circle shall be payable on the middle day of the contract delivery period.

(c) If a circle can be shown to exist but no clearing agreement has been reached by the 10th calendar day following the last day of the delivery period, actual delivery shall not be made and payment shall be made by each buyer to his seller of the excess of seller's invoice amount over the lowest invoice amount in the circle. Such payments shall be made promptly after the 10th calendar day following the last day of the delivery period.

(d) Should any party in a circle fail to make payment on the due date as required under paragraph (b) or (c) above for reasons cited in Clause 23 or for any other reason, payment shall be made between each buyer and his seller of the difference between the seller's invoice amount at contract price and the market value of the commodity on date of insolvency or default, as the case may be. Such payment shall be made latest on the 2nd business day after the due date under paragraph (b) or (c) above.

Payments already made under paragraph (b) or (c) above shall be refunded.

(e) All circle settlements shall be based on the mean contract quantity.

If a circle under paragraph (b), (c) or (d) above exists, Clause 21 shall not apply and Clauses 18 and 20 shall not be invoked.

Payments due on a non-business day shall be made not later than the following business day.

All payments made after the delivery period shall include carrying charges from the day following the last day of the delivery period, to the date of payment, at the rates stipulated in this contract. These carrying charges shall be settled individually between each buyer and his seller.

- (f) The parties agree that any dispute arising out of the voluntary clearing agreement entered into in accordance with paragraph (b) above shall be subject to arbitration as to any party thereto. Such arbitration shall be conducted in accordance with the provisions of Clause 28.

17. **U.S./Canadian Government Rules and Regulations** Buyer and seller agree to comply with the U.S. and Canadian regulatory prerequisites applicable to this contract, including, but not limited to, those governing any export subsidy, destination controls, government financing of agricultural commodities and the monitoring of export purchases and sales. Any losses, fines, penalties, expenses, costs or damages incurred as a result of failure to perform in accordance with this provision shall be borne by the party responsible for such failure.

18. **Failure to Take Delivery** If vessel fails to file before the end of the delivery period, buyer shall be in breach of contract and seller shall carry the grain for buyer's account and risk as provided in Clause 19. In the event that buyer has not given vessel nominations conforming to the applicable provisions of Clause 8 by the 15th calendar day following the last day of the delivery period, or if the vessels having been nominated within such time, fail to file by the 35th calendar day following the last day of the delivery period, seller may, in his discretion: (a) continue to carry the commodity for buyer's account and risk, (b) declare buyer in default, or (c) tender to buyer proper warehouse receipts in a quantity equal to the mean quantity open under this contract, in exchange for which buyer shall pay at contract price plus accrued carrying charges, but less out-elevation and outbound weighing and inspection charges. Such tender of warehouse receipts shall be deemed due performance of the contract by seller.

SPECIAL PROVISIONS FOR CONTRACTS PROVIDING FOR DELIVERY AT ST. LAWRENCE, GREAT LAKES OR HUDSON BAY PORTS:

- (1) Seller shall be barred from declaring option (b) above while the navigation in the designated delivery area is officially closed for the ice season, and for 20 days thereafter.
- (2) However, if options (a), (b) and (c) above become available to seller only while the navigation is officially closed, the seller may declare option (b) during the first 10 days it becomes available to him; thereafter, he shall be barred from declaring it, until the 21st day after the official opening of navigation.
- (3) If seller carries the grain into the new season for buyer's account, buyer shall have the right to nominate vessels per Clause 8, regardless of whether vessels were already nominated during the delivery period.

19. **Carrying Charges** If the commodity is being carried for buyer's account and risk as provided in Clause 18, it is mutually agreed that carrying charges, consisting of storage, insurance and interest, shall accrue as follows:

- (a) Storage and insurance from the day following the last day of the delivery period up to and including the dates of delivery (or if seller exercises option (b) or (c) of Clause 18, the date applicable thereto), both dates inclusive, at the following rates:

_____ U.S. cents per bushel per day _____

_____ U.S. cents per bushel per day _____

- (b) Interest from the day following the last day of the delivery period up to and including the last day of delivery (or if seller exercises option (b) or (c) of Clause 18, the date applicable thereto), both dates inclusive, at the following rates:

Carrying charges for the delivery completing this contract shall be computed on the mean contract quantity less the amounts previously delivered (if any), irrespective of whether or not buyer has availed himself of the loading tolerance option under Clause 4. It is further expressly agreed that carrying charges as provided herein are to be construed in the nature of liquidated damages and, as such, that no further proof of damages shall be required in substantiation thereof.

20. **Strikes or Other Causes of Delay in Delivery**

- (a) This clause shall apply if delivery by seller of the commodity, or any part thereof, is prevented or delayed at the port(s) of delivery and/or elevator(s) of delivery or elsewhere, or if the forwarding of the commodity to such port(s) and/or elevator(s) is prevented, by reason of the causes enumerated in paragraph (b) below: PROVIDED that seller shall have sent notice to buyer not later than 2 business days after the date of commencement of the causes, or not later than 2 business days after the 1st day of the delivery period, whichever occurs later (except that subsequent sellers shall not be bound by these deadlines, provided they pass along the notice to their buyer, without delay); and PROVIDED further that seller shall, at buyer's request, furnish a certificate of the North American Export Grain Association, Inc., certifying the existence and the duration of the causes. Such certificate shall be final.

- (b) The causes of delay and/or prevention ("causes") referred to in paragraph (a) above shall be:

- (1) Riots, strikes, lockouts, interruptions in or stoppages of the normal course of labor,
- (2) Embargoes or exceptional impediments to transportation,
- (3) Action by Federal, State or local government or authority.

- (c) The obligation of seller to make delivery shall be suspended while the causes are in effect, until the termination of the causes and/or the resumption of work after the termination of the causes, whichever is later. Seller shall not be responsible for further delays after resumption of work (whether such termination or resumption of work occurs prior to, during or after the delivery period) except that, if a vessel nominated under this contract is not loaded in the proper rotation but is bypassed by vessels (other than liners) which had filed after the vessel nominated under this contract, seller shall pay to buyer damages equal to the actual working time lost (weather working days, Saturdays, Sundays and holidays excluded) to buyer's vessel during the loading of the bypassing vessels, at the demurrage rate in the Charter Party for the vessel nominated under this contract.

If the Charter Party of the vessel under this contract does not indicate a demurrage rate, the damages are to be calculated at a reasonable demurrage rate predicated on the then current market, to be agreed upon amicably or to be determined by arbitration.

- (d) (1) If the causes commence before or during the delivery period and terminate during or after delivery period, then the delivery period shall be deemed to be extended by a number of days equivalent to the period starting with the commencement of the causes or the commencement of the delivery period, whichever is later, and ending with the termination of the causes, and/or the resumption of work after the termination of the causes, whichever is later.

- (2) If the causes commence during the additional time afforded to buyer under Clause 18 with respect to vessel nominations and filings, then the right of seller to exercise option (b) or (c) under Clause 18 shall be deemed to be delayed by a number of days equivalent to the period starting with the commencement of the causes and ending with the termination of the causes and/or the resumption of work after the termination of the causes, whichever is later.
- (e) Carrying charges, if due under Clauses 18/19, shall begin to accrue on the day following the last day of the delivery period, as extended by paragraph (d)(1) above; however, if this clause becomes operative while carrying charges are already accruing, then such charges shall continue to accrue as they would in the absence of the causes.
- 21. Prohibition** In case of prohibition of export, blockade or hostilities or in case of any executive or legislative act done by or on behalf of the government of the country of origin or of the territory where the ports of shipment named herein are situate, 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 fulfillment and to that extent this contract or any unfulfilled portion thereof shall be cancelled without prejudice to seller's entitlement to carrying charges. Seller shall advise buyer without delay of the reasons therefor, and if required by buyer, seller shall provide certification of the North American Export Grain Association, Inc., as sufficient evidence for cancellation under this clause.
- 22. Default** In case of default by either party, the other party shall be at liberty, after giving notice, to resell or repurchase, as the case may be, without undue delay and the defaulting party shall make good the loss, if any, to the other party but the defaulting party shall not be entitled to any profit. If the non-defaulting party has not repurchased or resold the commodity by the 10th calendar day after the giving of notice of default, the market value on the said 10th day shall be used for settlement purposes. If such 10th day falls on a non-business day, the market value on the previous business day shall govern. In the event of a default by buyer, the sale price under this contract shall automatically be increased by the value of carrying charges calculated up to the date of resale, or the 10th calendar day after the giving of notice of default, whichever is applicable.
- 23. Insolvency** Either party shall, at any time after sending notice, have the right to terminate this contract and to recover the loss (if any) in the event that:
- (a) the other party suspends payment or commits an act of bankruptcy;
- or—
- (b) reasonable grounds for insecurity having arisen with respect to the financial capacity of the other party to perform under this contract, and a written demand for adequate assurance of due performance having been made, such assurance is not received within a period of time not exceeding 5 days.
- 24. Construction** For the purposes of this contract, except as otherwise expressly provided or unless the context otherwise requires, plural terms include the singular.
- 25. Passage of Title** Anything in this contract to the contrary notwithstanding, seller shall retain title to the commodity until seller has been paid in full (per Clause 11), it being understood that risk of loss shall pass to buyer on delivery at discharge end of loading spout (per Clause 8).
- 26. International Conventions** The following shall not apply to this contract:
- (a) the Uniform Law on the International Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods;
- (b) the United Nations Convention on Contracts for the International Sale of Goods of 1980; and
- (c) the United Nations Convention on the Limitation Period in the International Sale of Goods, concluded at New York on 14 June 1974, and the Protocol Amending the Convention on the Limitation Period in the International Sale of Goods, concluded at Vienna on 11 April 1980.
- 27. Other Conditions**
- 28. Arbitration** Buyer and seller expressly agree that any controversy or claim arising out of, in connection with or relating to this contract, or the interpretation, performance or breach thereof, shall be settled by arbitration in the City of New York before the American Arbitration Association, or its successors, pursuant to the Grain Arbitration Rules of the American Arbitration Association, as those Rules may be in effect at the time of such arbitration proceeding, which Rules are hereby deemed incorporated herein and made a part hereof, and under the laws of the State of New York. The arbitration award shall be final and binding on both parties and judgment upon such arbitration award may be entered in the Supreme Court of the State of New York or any other court having jurisdiction thereof. Buyer and seller hereby recognize and expressly consent to the jurisdiction over each of them of the American Arbitration Association or its successors, and all of the courts of the State of New York. Buyer and seller agree that this contract shall be deemed to have been made in New York State and be deemed to be performed there, any reference herein or elsewhere to the contrary notwithstanding.

BUYER

SELLER

北美出口谷物协会（股份有限）离岸价格合同第2号的附约1号，1988年8月1日修正。装货速度保证。
本附约规定了签订合同的双方必须遵守的对装货时间，速度以及一旦滞期的赔偿费。本附约共9条。

NORTH AMERICAN EXPORT GRAIN ASSOCIATION, INC.

ADDENDUM NO. 1 TO NORTH AMERICAN EXPORT GRAIN ASSOCIATION, INC., F.O.B. CONTRACT NO. 2 (REVISED AS OF AUGUST 1, 1988) LOADING RATE GUARANTY

This Addendum shall apply if the parties have agreed to be bound by a loading rate guaranty, and provided that lifting under this contract is by one self-trimming bulk carrier only.

1. Seller guarantees to deliver at an average rate of _____ long tons per weather working day of 24 consecutive hours, Sundays and holidays excepted, Saturdays per Baltimore Form "C" Saturday Clause, provided vessel can receive at such rate. Holidays shall be those listed as such in the BIMCO Holiday Calendar and/or in the elevator tariff.
For this purpose, laytime shall commence to count:
 - (a) at 0700 hours on the business day following filing of the vessel in accordance with Clause 8 of North American Export Grain Association, Inc., FOB Contract No. 2 ("NAEGA 2"),
—or—
 - (b) at 0700 hours on the business day following expiration of the preadvice period stipulated in Clause 8 of NAEGA 2, unless an earlier date is agreed to by both parties,
—or—
 - (c) at 0000 hours on the first business day of the contract delivery period, unless an earlier date is agreed to by both parties,
whichever is the latest, whether vessel is in berth or not.
2. Should seller deliver at less than the stipulated rate, seller to pay buyer demurrage at \$ _____ for each additional day (or pro-rata for part of day) used. Should seller deliver faster than at the stipulated rate, buyer to pay seller despatch money at half the demurrage rate, i.e. \$ _____ per day, for each day (or pro-rata for part of day) of laytime saved.
3. Any overtime work performed by the elevator and/or grain inspection and weighing services and/or stevedores shall be for seller's account if ordered by the elevator or the Port Authority; otherwise, for account of the party ordering the overtime.
4. If Clause 20 of NAEGA 2 has been duly invoked, time shall not count for demurrage purposes while the causes are in effect, until the termination of the causes and/or the resumption of work after the termination of the causes, whichever is later, and for an additional period ("additional period") of equal duration, but such additional period not to exceed 30 days. However, for purposes of settling despatch accounts only, any time lost in delivering through any of the causes, and the additional period, shall be counted as time used in loading.
If during the additional period the vessel nominated under this contract is not loaded in proper rotation but is bypassed by vessels (other than liners) which had filed after the vessel nominated under this contract, seller shall pay to buyer damages equal to the actual working time lost (i.e. weather working days, but Saturdays, Sundays and holidays excluded) to buyer's vessel during the loading of the bypassing vessels, at the demurrage rate stipulated in Clause 2 above. The provisions regarding payment of damages under paragraph (c) of Clause 20 of NAEGA 2 shall not apply to this Addendum.
Notwithstanding the above, if time has started to count under Clause 1 above within the delivery period, and demurrage is already accruing under this Addendum when the causes of prevention or delay commence under Clause 20 of NAEGA 2, demurrage shall continue to accrue as if these causes did not exist. In such case, the preceding paragraph shall be deemed to be deleted.
5. Buyer's or seller's claim under this Addendum shall be accompanied by the statement of facts at loading, signed on behalf of the owner and the charterer or on behalf of the owner and by the supplier, and such other papers as may be necessary to process the claim. If payment is not made within 40 days from date of mailing of properly documented claim, interest shall accrue, starting on the 41st day after such mailing, and shall be computed on the final amount due, at the rate of interest stipulated elsewhere in this contract, up to the date of payment of the claim.
6. If vessel nominated under this contract also lifts additional commodities (grain and/or oilseeds), regardless of whether or not such commodities are covered by loading rate guaranties, the following shall apply:
 - (a) For commodities delivered to vessel at the same berth:
The "time allowed" shall be arrived at by dividing the tonnage loaded under this contract by the daily rate stipulated in Clause 1 above. A calculation of "total time used" for all the commodities loaded at the berth shall be made, in which any such time in excess of the "time allowed" shall be computed as time on demurrage. The "total time used" shall then be pro-rated to the tonnage loaded under this contract. The "time allowed" shall be deducted from this pro-rated figure to arrive at the time on demurrage or time saved under this contract.
 - (b) If the commodities other than those under this contract are delivered at (an) other berth(s) in the same port:
The waiting time ("waiting time") at the first berth shall be pro-rated among all the contracts for the commodities to be delivered to the vessel.
The time spent getting to and used at the first berth ("berth time") shall be pro-rated among the contracts loaded at the first berth.
The waiting time at the second berth shall be pro-rated among all remaining contracts for the commodities yet to be delivered to the vessel.
The berth time at the second berth shall be pro-rated among the contracts loaded at the second berth.
Waiting time and berth time for berths subsequent to the second berth shall be treated in a similar manner as for the second berth.

Waiting time shall cease and berth time begin when pilot is on board and vessel lifts anchor in order to proceed to the loading berth. Berth time shall cease when loading is completed at that berth and waiting time shall begin when vessel drops anchor in waiting area after having sailed from berth.

If no waiting time is involved between berths, berth time at the next berth shall begin when vessel sails from the previous berth.

If, between the time that the vessel is ordered into a berth and the time of completion of loading at that berth, the vessel is ordered into one or more other berths, subsequently incurred waiting time at this (these) other berth(s) shall not count.

(c) If the commodities other than those under this contract are delivered at (an)other port(s):

The laytime statement shall be prepared as if the vessel had not called at another port. If the commodities under this contract are loaded at the second or a subsequent port, the words "filing of the vessel in accordance with Clause 8 of the North American Export Grain Association, Inc., FOB Contract No. 2 ("NAEGA 2")" in Clause 1(a) above shall be deemed to read "presentation of the vessel's passes." If, however, the first and second or subsequent ports have been nominated by the seller of the grain under this contract, laytime for the second and/or subsequent port(s) shall commence upon vessel's arrival at that or the subsequent port(s); except that, if vessel fails inspection at such port(s), laytime shall cease to count until vessel passes.

7. If vessel fails reinspection at the loading berth, laytime shall cease to count until vessel passes.

8. Any trimming costs as well as overtime costs for performing trimming shall be for buyer's account. Any time used for trimming shall not count as laytime and/or shall be exempt from demurrage, unless loading operations are being carried on simultaneously in other holds.

9. Other Conditions:

10. Buyer and seller agree that any controversy or claim arising out of, in connection with or relating to this Addendum, or the interpretation, performance or breach thereof, shall be settled by arbitration in the City of New York before the American Arbitration Association, or its successors, pursuant to the Grain Arbitration Rules of the American Arbitration Association, as those Rules may be in effect at the time of such arbitration proceeding, which Rules are hereby deemed incorporated herein and made a part hereof, and under the laws of the State of New York. The arbitration award shall be final and binding on both parties and judgment upon such arbitration award may be entered in the Supreme Court of the State of New York or any other court having jurisdiction thereof. Buyer and seller hereby recognize and expressly consent to the jurisdiction over each of them of the American Arbitration Association or its successors, and of all the courts in the State of New York. Buyer and seller agree that this contract shall be deemed to have been made in New York State and be deemed to be performed there, any reference herein or elsewhere to the contrary notwithstanding.

BUYER

SELLER



Grain Arbitration Rules

As amended and in effect October 1, 1988



美国仲裁协会制定的《谷物仲裁条例》。经修正,1988年10月1日起生效。



引言

大家熟悉的NAEGA即北美出口谷物协会（股份有限）。此机构是美国和加拿大向国外市场出口谷物的主要出口商的组织。从其所起会名，也可看出它的成员都是美国和加拿大的谷物出口商，有的是私营合股公司，有的是谷物合作社。它成立于纽约，并在那里运作了56年，直至1976年迁到华盛顿特区。此组织的目的实际上只有一个，即推动谷物向国外市场出口，并为之服务。为此目的，它进行种种活动。

NAEGA积极参与制订影响整个谷物出口业的政策。它还设有下述四个委员会，分别承担任务，考虑谷物贸易界感兴趣的，技术性更强的问题。

—合同委员会，定期研究NAEGA的各种合同书，并根据当前需要加以修订；

—分级委员会，经常与美国农业部联邦谷物检验局共同研究分级和装船品质，以及同分级及谷物重量有关的一些问题；

美国仲裁协会地址：
1400 K Street, NW-Suite 1200-Washington,
DC 20005 U.S.A.
电话：(202) 789-0789 传真：(202) 898-0522
电传：440064 USFG/UI

—装运和港口条例委员会,从事与装运谷物有关的各种活动;

—NAEGA罢工委员会,考虑每次罢工对谷物出口业业务的影响,可开出罢工证书(strike certificate),以满足谷物出口业处理出口合同承诺的需要;

—NAEGA还有一些应临时需要而设立的特设委员会,为NAEGA理事会研究发生的事情,并提出政策性建议。

NAEGA办公地点在1030 15th Street,NW, Washington,DC 20005,电话 202/682-4030。

(此引言中还列出NAEGA建议在它的标准合同中加进的一条仲裁条款)。

谷物仲裁条例共10章50条。

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Grain Arbitration Rules

I. Definitions

1. As used in these Rules:
 - (a) The term "the AAA" means the American Arbitration Association.
 - (b) The term "NAEGA" means the North American Export Grain Association, Incorporated.
 - (c) The term "the Arbitration Advisory Committee" means the Arbitration Advisory Committee of the North American Export Grain Association, Incorporated.
 - (d) The term "these Rules" means the Grain Arbitration Rules of the AAA as they exist at the time an arbitration is initiated under them.
 - (e) The term "the Administrator" means the AAA or its designated representative.
 - (f) The term "the Panel" means the current list of persons available to serve as arbitrators under these Rules, as is described in Section 3 of these Rules.

II. Rules a Part of the Arbitration Agreement

2. Whenever parties have entered into a contract that provides for arbitration under the Grain Arbitration Rules of the AAA, or its successors, those parties shall conclusively be deemed to have made these Rules and any amendment of them a part of their arbitration agreement.

III. Arbitrators

3. The Administrator shall maintain a current list of the names of persons who are actively engaged in, or have retired from active engagement in, the grain-trade business, available to serve as arbitrators under these Rules. The Arbitration Advisory Committee shall, at the request of the Administrator, or may, at its discretion, appoint persons to the list. The Administrator may also, at its discretion, appoint persons to the list.

For the hearings of arbitrations under these Rules, any three members of the Panel, chosen as provided

in Section 10 of these Rules, shall constitute the board of arbitrators.

IV. Initiation of Arbitration

4. Under an Arbitration Clause in a Contract or Written Stipulation

Any party to a contract in which these Rules are deemed to have been made a part, as provided in Section 2 of these Rules, or any party to a written stipulation or written agreement to arbitrate under these Rules may commence an arbitration in the following manner:

(a) By such a party doing all of the following (without the doing of which the arbitration shall not be deemed to have been commenced):

(i) Giving written notice to the other party of its intention to arbitrate (Demand), which notice shall contain (1) the name and address of the party on whom the Demand is made; (2) the date of the contract and complete text of the arbitration clause or of the stipulation or agreement to arbitrate, as the case may be; (3) a brief but specific statement of the dispute to be arbitrated, the amount claimed, if any, and the relief sought; (4) a request of the other party to comply with the arbitration agreement; and (5) the signature and address of an authorized person; and

(ii) Filing with the Administrator three copies of the Demand, together with three copies of the contract or such parts thereof as relate to the dispute, including the arbitration provisions, together with the appropriate administrative fee as provided in the Administrative Fee Schedule, described in Section 49 of these Rules.

(b) The Administrator shall give written notice of the filing of the Demand to the other party. If the party on whom the Demand has been made so desires, that party may, within ten days after receipt by it of the notice from the Administrator, file an answering statement (Answer) in writing, as follows: By simultaneously (1) filing the Answer in duplicate with the Administrator and (2) sending the Answer to the other party. If a monetary claim is made in the Answer, the appropriate fee as provided in the Administrative Fee Schedule shall be forwarded to the AAA with the Answer. If no Answer is filed within the stated time, it

will be assumed that the claim is denied. Failure to file an Answer shall not operate to delay the arbitration.

5. Changes of Claim

After filing of the Demand and Answer, if any, if either party desires to make any new or different claim, such a claim shall be made in writing and filed with the Administrator, and a copy thereof shall be mailed to the other party, who shall have a period of ten days from the date of such mailing within which to file an Answer to the new or different claim with the Administrator.

After the hearings by the arbitrators commence, however, no new or different claim may be submitted to them, except with the consent of the arbitrators.

6. Initiation under a Submission

Parties to an existing dispute may commence an arbitration under these Rules by filing with the Administrator three copies of a written agreement to arbitrate under these Rules, signed by the parties, containing a statement of the matter in dispute, the amount of money claimed, if any, and the remedy sought, together with the appropriate fee as provided in the Administrative Fee Schedule.

7. Consolidation of Arbitrations

Consolidation of two or more arbitrations, to be heard in joint proceedings before three arbitrators under these Rules, shall be had where all of the following circumstances exist:

(a) Each of the parties to each of the arbitrations to be consolidated has agreed (or has been ordered by the arbitrators pursuant to these Rules) to arbitrate its dispute under these Rules.

(b) Either (i) the contracts on which the arbitrations are based are linked in “string” or in “circle” or (ii) the parties or subject matters of the arbitrations are related in some other way so that consolidation will result in a more economical or efficient disposal of the issues presented in all of the arbitrations.

(c) There exist common issues of fact that will be required to be determined in each of the arbitrations to be consolidated, the proof of which will or could be substantially the same. However,

neither incomplete identity of fact issues nor varying contract terms or measures of damages shall be a reason for refusing consolidation, unless the differences are of a number and complexity that will make the determination of the liabilities by the arbitrators unwieldy or difficult.

(d) No party to any of the consolidated arbitrations will be substantially prejudiced by the consolidation.

A party to an arbitration wishing to consolidate that arbitration with another shall notify in writing all interested parties and the Administrator of its desire to consolidate. Any party who does not object to the consolidation within 15 days after receipt of the notice shall be deemed to have agreed to the consolidation.

If any of the parties objects to the consolidation within the 15-day period, then the Administrator shall (i) appoint three arbitrators pursuant to Articles III and V of these Rules to hear the issue of the appropriateness of the requested consolidation and (ii) fix a time for the filing of written submissions by the parties, dealing with the issue of consolidation only. (Arbitrators may order an oral hearing in exceptional cases, in which case Article VI of these Rules shall govern.) The arbitrators may rule for or against consolidation of any two or more arbitrations, and their determination shall be final as to the issue of consolidation.

If the arbitrators rule for consolidation, they shall continue to hear the consolidated arbitrations on the merits in joint proceedings and shall render awards as provided for in Section 43 of these Rules.

If the arbitrators rule against consolidation or for consolidation of some but not all arbitrations, they shall continue to hear on the merits the arbitration filed earliest (and any arbitrations that were ordered to be consolidated with it) only. The Administrator shall appoint other arbitrators to hear the other arbitration(s) on the merits, in accordance with Articles III and V of these Rules.

Notwithstanding the foregoing, if a request for consolidation is received later than twenty days before the first date on which hearings in any

of the arbitrations sought to be consolidated are scheduled to commence, there shall be no consolidation (other than consolidations already in effect).

8. Place of Arbitration Hearings

All arbitrations shall be held in the City of New York at a place to be designated by the Administrator, unless the arbitrators and the parties agree on a different place.

V. Appointment of Arbitrators

9. Qualifications

No person shall serve as an arbitrator in any arbitration if he has any financial or personal interest in the result of the arbitration, unless the parties waive such disqualification in writing.

10. Selection of Arbitrators

Arbitrations under these Rules shall be held before three arbitrators who, subject to their availability to serve, as determined by the Administrator, shall be chosen by the Administrator from the Panel in alphabetical order of their surnames, starting with the first name on the list and continuing through to the end. For the next and each following arbitration, arbitrators shall be chosen as provided in the preceding sentence, starting with those eligible on the Panel who have not served on the previous arbitration. The same method of choosing arbitrators shall be repeated from the beginning to the end of the Panel as often as is necessary in order to choose the number of arbitrators required for any given arbitration.

11. Notice to Arbitrators of Appointment

Notice of the appointment of the arbitrators shall be mailed to each of the arbitrators by the Administrator, together with a copy of these Rules, and a signed acceptance of the arbitrator shall be filed prior to the opening of the first hearing.

12. Disclosure and Challenge Procedure

A person appointed as an arbitrator shall disclose to the Administrator any circumstance likely to affect impartiality, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their counsel. Upon receipt of such information from an

arbitrator or other source, the Administrator shall communicate the information to the parties, and, if the Administrator deems it appropriate to do so, to the arbitrators. Thereafter, the AAA shall determine whether the arbitrator should be disqualified and the Administrator shall inform the parties of the decision of the AAA.

13. Vacancies

If any arbitrator resigns, dies, withdraws, refuses to serve, is disqualified, or is unable to perform the duties of the office, the Administrator shall, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in accordance with the applicable provisions of these Rules and, unless the parties agree otherwise in writing, the matter shall continue to be heard or shall be reheard, as the arbitrators deem to be appropriate, before the remaining arbitrators and the newly designated arbitrator.

VI. Procedure for Oral Hearings

14. Time

The arbitrators shall fix the time for each hearing. The Administrator shall mail to each party notice thereof at least ten days in advance, unless the parties by written agreement waive such notice or modify the terms thereof.

15. Representation by Counsel

Any party may be represented by counsel. A party intending to be so represented shall notify the other party and the Administrator, in writing, of the name and address of counsel at least three days prior to the date set for the hearing at which counsel is first to appear. When an arbitration is initiated by counsel or when counsel replies for the other party, such notice will be deemed to have been given.

16. Stenographic Record

The Administrator shall make the necessary arrangements for the taking of a stenographic record whenever such a record is requested by a party or by the arbitrators. If requested by a party, the cost of the stenographic record, if any is made, and all transcripts thereof, shall be prorated equally among all parties ordering copies, unless the parties otherwise agree, and shall be paid by the responsible parties directly to the reporting

agency. If requested by the arbitrators, the cost of the record shall be paid as assessed by the arbitrators.

17. Interpreters

The Administrator shall make the necessary arrangements for the services of an interpreter upon the request of one or more of the parties, which party or parties shall assume the cost of the service.

18. Attendance at Hearings

Persons having a direct interest in the arbitration are entitled to attend hearings. The arbitrators shall have the power to require the retirement of any witness during the testimony of other witnesses. It shall be discretionary with the arbitrators to determine the propriety of the attendance of any other person.

19. Adjournments

The arbitrators (a) may take adjournments upon the request of a party or upon their own initiative and (b) shall take adjournments when all of the parties agree thereto.

20. Oaths

Before proceeding with the first hearing, each arbitrator shall take an oath of office. The arbitrators may, in their discretion, require witnesses to testify under an oath administered by any duly qualified person and, if required by law or demanded by either party, shall do so.

21. Majority Decision

All decisions of the arbitrators must be by at least a majority, unless the concurrence of all of the arbitrators is expressly required by law or by the arbitration agreement. In either event, the decision and award shall be final.

22. Order of Proceedings

A hearing shall be opened by the filing of the oath of the arbitrators and by the recording of a minute. The minute shall set forth the place, time, and date of the hearing; the presence of the arbitrators, the parties, and counsel, if any; and the receipt by the arbitrators of the Demand and Answer, if any.

The arbitrators may, at the beginning of the hearing, ask for statements clarifying the issues involved.

The complaining party or its counsel shall then present its claim, proofs, and witnesses, who shall submit to questions or other examination. The defending party or its counsel shall then present its defense, proofs, and witnesses, who shall submit to questions or other examination. The arbitrators may, in their discretion, vary this procedure but shall afford full and equal opportunity to all parties for the presentation of any material or relevant proofs.

Exhibits, when offered by either party, may be received in evidence by the arbitrators and when so received shall be numbered and made part of the record. A list of the names and addresses of all witnesses shall be kept as part of the record.

23. Arbitration in the Absence of a Party

All arbitrations under these Rules may proceed in the absence of any party who, after notice given as provided in Section 14 of these Rules, fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of a party. The arbitrators shall require the other party to submit such evidence as they may require for the making of an award.

24. Evidence

The parties may offer such evidence as they desire and shall produce such additional evidence as the arbitrators may deem necessary to an understanding and determination of the dispute. When the arbitrators are authorized by law to subpoena witnesses or documents, they may do so upon their own initiative or upon the request of any party. The arbitrators shall be the judges of the relevance and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all of the arbitrators and all of the parties, except where any of the parties is, after due notice, absent in default or has waived its right to be present.

25. Evidence by Affidavit and Filing of Documents

The arbitrators may receive and consider the evidence of witnesses by affidavit, but may give it only such weight as they deem it entitled to after consideration of any objection made to its admission.

All documents not filed with the arbitrators at the hearing, but arranged at the hearing or subsequently by agreement of the parties to be submitted, shall be filed with the Administrator for transmission to the arbitrators. All parties shall be afforded an opportunity to examine such documents.

26. Inspection or Investigation

Whenever the arbitrators deem it necessary to make an inspection or investigation in connection with the arbitration, they shall direct the Administrator to advise the parties of their intention to make an inspection or investigation. The arbitrators shall set the time and the Administrator shall notify the parties thereof. Any party who so desires may be present at such an inspection or investigation. In the event that the parties, or any of them, are not present at the inspection or investigation, the arbitrators shall make a verbal or written report to the parties and afford them an opportunity for the receipt of comment or testimony in relation thereto.

27. Conservation of Property

The arbitrators may issue such orders as may be deemed necessary to safeguard any or all of the property that is the subject matter of the arbitration, without prejudice to the rights of the parties or to the final determination of the dispute.

28. Expedited Determinations

By agreement of all parties, any or all issues of dispute may be submitted for expedited determination. In such a case, arbitrators shall be appointed immediately and hearings shall be held and decision rendered on the issue or issues as promptly as feasible and the time limits contained in these Rules shall, for this purpose, be deemed modified accordingly. Any issues of dispute that are not submitted for such expedited determination shall be heard and decided by the same arbitrators in accordance with the time limits contained in these Rules.

29. Closing of Hearings

The arbitrators shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, or if the arbitrators determine that they will accept no further proofs or hear no further witnesses, the arbitrators shall declare the

hearings closed. Such closing shall be declared not later than seven calendar days after receipt by the arbitrators of transcripts, additional documents, or briefs, if any, and a minute of such closing shall be recorded.

30. Reopening of Hearings

The hearings may be reopened by the arbitrators upon their own motion, or upon application of a party for good cause shown, at any time before the award is made.

VII. Procedure for Other-than-Oral Hearings

31. Waiver of Oral Hearings

The parties may, by written agreement, submit their dispute to arbitration by other-than-oral hearings. The arbitration shall be conducted under these Rules, except such provisions thereof as are inconsistent with this Section 31.

If no method is specified by the parties, the Administrator shall notify the parties to present their proofs in the following manner: The parties shall submit to the Administrator their respective contentions in writing, including a statement of facts duly sworn to, together with such other proofs as they may wish to submit. These statements and proofs may be accompanied by written arguments or briefs. All documents shall be submitted within 21 days from the date of the notice to file such statements and proofs in as many copies as the Administrator may require. The Administrator shall forthwith transmit to each party a copy of the statement and proofs submitted by the other party. Each party may reply to the other's statement and proofs, but, upon the failure of any party to make such a reply within a period of ten days after the mailing of such documents to it, that party shall be deemed to have waived the right to reply.

The Administrator shall then transmit all proofs and documents to the arbitrators. The arbitrators shall have ten days from the date of the mailing or delivery to them within which to request a party or parties to produce additional proof. The Administrator shall notify the parties of such a request and the party or parties shall submit such additional proof within ten days from the date of the mailing of such notice. The Administrator shall, upon receipt of the additional proof,

forthwith transmit to each party a copy of the additional proof submitted by the other party. Each party may reply to the statement and proofs but, upon the failure of any party so to reply within a period of ten days after the mailing to it of the proof, the failing party shall be deemed to have waived its right to reply.

Upon the mailing or delivery to the arbitrators of all documents, submitted as provided above, the arbitration shall be deemed closed and the time limit within which the arbitrators shall make their award shall begin to run.

VIII. Special Provisions

32. Waiver of Rules

A party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state its objection thereto in writing shall be deemed conclusively to have waived its right to object.

33. Extensions of Time

The parties may modify any period of time by mutual agreement. The Administrator may for good cause extend any period of time established by these Rules, except the time for making the award. The Administrator shall notify the parties of any such extension of time and the reason therefor.

34. Communication with Arbitrators and Serving of Notice

(a) There shall be no communication concerning the subject matter of the arbitration between the parties and the arbitrators other than at oral hearings. Any other oral or written communication from the parties to the arbitrators shall be directed to the Administrator for transmission to the arbitrators.

(b) Each party to an agreement that provides for arbitration under these Rules shall be deemed to have consented that any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under these Rules; for any court action in connection therewith; or for the entry of judgment on any award made thereunder may be served on such a party by mail addressed to the party or its attorney at the last known address or by personal service, within or

without the state wherein the arbitration is to be held (whether the party be within or without the United States of America), provided that a reasonable opportunity to be heard with regard thereto has been granted to that party.

35. Expenses

The expenses of witnesses for either side shall be paid by the party producing such witnesses.

All other expenses of the arbitration (except those expenses provided for in Sections 16 and 17 of these Rules), including required traveling and other expenses of the arbitrators and of AAA representatives and the expenses of any witness and the cost of any proof produced at the direct request of the arbitrators, shall be borne equally by the parties, unless they agree otherwise or unless the arbitrators in their award assess such expenses or any part thereof against any specified party or parties.

36. Deposits

The AAA may require the parties to deposit in advance such sums of money as it deems necessary to defray the expenses of the arbitration, including the arbitrators' fees, and, at the conclusion of the case, shall render an accounting to the parties and return any unexpended balance.

37. Arbitrators' Travel Surcharge

Each party to an arbitration administered under these Rules shall, in addition to any administrative fees or fees of arbitrators, pay to the AAA a travel surcharge of \$100 per party, to be deposited by the AAA into a travel-surcharge fund. The AAA may draw on this fund to reimburse arbitrators, where distance necessitates air travel and/or overnight accommodations, for reasonable travel expenses incurred in connection with arbitrations administered under these Rules. The AAA's determination to make payments out of this fund shall be conclusive.

The \$100 travel surcharge is not refundable and is not subject to allocation by the arbitrators under Section 41 of these Rules. The surcharge shall be due irrespective of whether arbitrator travel expenses are actually incurred in any particular case.

The AAA shall render a semiannual accounting of this fund to the Arbitration Advisory Committee.

38. Interpretation and Application of Rules

The arbitrators shall interpret and apply these Rules insofar as they relate to their powers and duties. When a difference arises among the arbitrators concerning the meaning or application of any of these Rules, it shall be decided by a majority vote. If that is unobtainable, either an arbitrator or a party may refer the question to the AAA for a final decision. All other rules hereunder shall be interpreted and applied by the AAA.

IX. The Award

39. Time of Award

The award shall be made promptly by the arbitrators and, unless otherwise agreed by the parties or specified by law, no later than thirty days from the date of closing the hearings or, if oral hearings have been waived, from the date of the transmitting by the Administrator of the final statements and proofs to the arbitrators.

40. Form of Award

The award shall be in writing and shall be signed by at least a majority of the arbitrators. It shall be executed in the manner required by law.

41. Scope of Award

The arbitrators may grant any remedy or relief that they deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract. The arbitrators shall, in their award, assess the arbitration fees and expenses against any party and, in the event that any administrative fees or expenses are due to the AAA, in favor of the AAA.

42. Award upon Settlement

If the parties settle their dispute during the course of the arbitration, the arbitrators may, upon the parties' request, set forth the terms of the agreed settlement in an award.

43. Awards for Consolidated Arbitrations

Arbitrators hearing consolidated arbitrations shall be mindful of differences in contractual terms and differences in parties' claims and actions. The awards, although rendered in one document, shall reflect to the extent possible each separate contractual relationship.

44. Delivery of Award to Parties

Parties shall accept as legal delivery of the award (a) the placing of the award or a true copy thereof in the mail by the Administrator, addressed to the party at its last known address or to its attorney; (b) personal service of the award; or (c) the filing of the award in any other manner that may be prescribed by law.

45. Release of Documents for Judicial Proceedings

The Administrator shall, upon the written request of a party, furnish to the party at the party's expense certified facsimiles of any papers in the AAA's possession that may be required in judicial proceedings relating to the arbitration.

46. Notice of Compliance

The Administrator may, for the purpose of closing the record, request either party to notify the Administrator of compliance with the award.

47. Applications to Court and Exclusion of Liability

(a) No judicial proceeding by a party relating to the subject matter of the arbitration shall be deemed a waiver of that party's right to arbitrate.

(b) Neither the AAA nor any arbitrator in a proceeding under these Rules is a necessary party in judicial proceedings relating to the arbitration.

(c) Parties to these Rules shall be deemed to have consented that judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof.

(d) Neither the AAA nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these Rules.

48. Arbitrators' Fees

The arbitrators shall fix their fees, which shall not exceed the rate of \$250 per arbitrator per day.

49. Administrative Fees

(a) As a not-for-profit organization, the AAA shall prescribe an Administrative Fee Schedule and a Refund Schedule (which it may amend from time to time) to compensate it for the cost

of providing administrative services. The schedule in effect at the time of filing shall be applicable.

The administrative fees shall be advanced by the initiating party or parties, subject to final apportionment by the arbitrators in their award.

When a matter is withdrawn or settled, the refund shall be made in accordance with the Refund Schedule.

The AAA, in the event of extreme hardship on the part of any party, may defer or reduce the administrative fee.

(b) Where all oral hearings are waived under Section 31, the Administrative Fee Schedule shall apply.

X. Amendment of These Rules

50. These Rules may be amended from time to time by action of NAEGA with the approval of the AAA.

ADMINISTRATIVE FEE SCHEDULE

The administrative fee of the American Arbitration Association is based on the amount of each claim and counterclaim as disclosed when the claim and counterclaim are filed, and is due and payable at the time of filing.

Amount of Claim	Fee
\$1 to \$25,000	3% (\$300 minimum)
\$25,000 to \$50,000	\$750, plus 2% of excess over \$25,000
\$50,000 to \$100,000	\$1,250, plus 1% of excess over \$50,000
\$100,000 to \$200,000	\$1,750, plus ½% of excess over \$100,000
\$200,000 to \$5,000,000	\$2,250, plus ¼% of excess over \$200,000
\$5,000,000 to \$50,000,000	\$14,250, plus ¼% of excess over \$5,000,000

Where the claim or counterclaim exceeds \$50 million, there is no additional administrative fee.

If there are more than two parties represented in the arbitration, an additional 10% of the initiating fee will be due for each additional represented party against which different claims are filed. In “string” cases (in which each party demands substantially the same relief from a subsequent party), the filing party shall advance 100% of the initiating fee. Each subsequent party asserting a claim shall advance 25% of the initiating fee. The final allocation of the total fees advanced shall be made by the arbitrators.

OTHER SERVICE CHARGES

\$75 is payable by a party causing an adjournment of any scheduled hearing;

\$150 payable by a party causing a second or additional adjournment of any scheduled hearing; and

\$75 payable by each party for each hearing after the first hearing.

The arbitrators’ travel surcharge is \$100 per party (see Section 37).

REFUND SCHEDULE

If the American Arbitration Association is notified that a case has been settled or withdrawn before the arbitrators have been appointed, all of the fee in excess of \$300 will be refunded.

If the American Arbitration Association is notified that a case has been settled or withdrawn thereafter but at least two business days before the original date and time set for the first hearing, one third of the fee in excess of \$300 will be refunded.

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* Hearings may be held anywhere in this country or abroad.

谷物与饲料贸易协会设在(Baltic Exchange Chambers, 28 ST Mary Axe, LONDON, EC3A. 8EP)的第30号合同书。即对于加拿大和美国散装大宗货-小宗另担货的现状条款-到岸价格的约定。对货物重量英制和公制的换算,价格,佣金,货物质量,装运期限,装运港口,支付方法等作了规定。共32条,1987年4月1日生效。有过4次修正。

Effective 1st April 1987

Printed in England and issued by

THE GRAIN AND FEED TRADE ASSOCIATION

BALTIC EXCHANGE CHAMBERS, 28 ST. MARY AXE, LONDON, EC3A 8EP

CONTRACT FOR CANADIAN AND UNITED STATES OF AMERICA GRAIN IN BULK—PARCELS

TALE QUALE — C.I.F. TERMS

No. 30

Copyright



LONDON.....19.....

SELLERS	1
Intervening as BROKERS	2
BUYERS	3
have this day entered into a contract on the following terms and conditions.	4
1. GOODS IN BULK	5
.....	6
2. CONVERSION —For the purpose of this contract 2240 lbs. shall be considered as being equivalent to 1016 kilos.	7
.....	8
3. QUANTITY , including dockage..... 2 per cent. more or less.	9
Sellers shall have the option of shipping a further 3 per cent. more or less on contract quantity, excess or deficiency over the above 2 per cent. shall be settled at the c.i.f. price on date of Bill of Lading, and on the quantity thereof; the value to be fixed by arbitration, unless mutually agreed. In the event of more than one shipment being made, each shipment shall be considered a separate contract, but the margin of the mean quantity sold shall not be affected thereby.	10
.....	11
.....	12
.....	13
4. PRICE —At.....	14
★per 1000 kilos } cost, insurance and freight to.....	15
★per 2240 lbs. }	
Freight payable on discharge less advances for the ordinary ship's disbursements at Port of Loading or at Sellers' option prepaid in whole or in part.	16
.....	17
5. BROKERAGE —..... per cent. of the contract price to be paid by Sellers on the mean contract quantity, goods lost or not lost, contract fulfilled or not fulfilled, unless such non-fulfilment is due to the successful application of the Prohibition Clause. Brokerage shall be due on the day shipping documents are exchanged or if the goods are not appropriated then the Brokerage shall be due on the 30th consecutive day after the last day for appropriation or advice of shipment.	18
.....	19
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.....	21
6. QUALITY —	22
★Official..... certificate of inspection at time of loading into the ocean carrying vessel shall be final as to quality. On sales of Canadian produce Sellers shall have the option of delivering the Official Canadian Inspection Certificate issued in the United States.	23
.....	24
Buyers shall not be entitled to reject a tender of a higher grade of grain of the same colour and description.	25
.....	26
★At time and place of shipment about as per sealed sample marked..... in the possession of..... the word "about" shall mean the equivalent of one-half of one per cent. on contract price.	27
.....	28
Difference in quality shall not entitle Buyers to reject, except under an award of Arbitrator(s) or Board of Appeal, as the case may be, referred to in accordance with the Arbitration Rules No. 125.	29
Shipment to be made in good condition but should the grain arrive out of condition, due allowance shall be made for the time of year in which the shipment took place; the fact of the grain so arriving shall not necessarily be sufficient proof of an improper shipment.	30
.....	31
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.....	33
7. PERIOD OF SHIPMENT —As per Bill(s) of Lading dated or to be dated.....	34
..... the Bill(s) of Lading to be dated when the goods are actually on board. Date of the Bill(s) of Lading shall be accepted as proof of date of shipment in the absence of evidence to the contrary. In any month containing an odd number of days, the middle day shall be accepted as being in both halves of the month. Each shipment appropriated in whole or part fulfilment of this contract shall be considered a separate contract, but each Bill of Lading shall not be considered a separate shipment except as to the date on which it can be appropriated.	35
.....	36
.....	37
8. PORTS OF SHIPMENT —From United States and/or Canadian Port(s), including Lake Port(s) and Hudson River not above Albany, but excluding Pacific and Hudson Bay Port(s).	38
.....	39
9. SALES BY NAMED VESSELS —For all sales by named vessels, the following shall apply:—	40
(a) Position of vessel is mutually agreed between Buyers and Sellers;	41
(b) The word "now" to be inserted before the word "classed" in the Shipment and Classification Clause;	42
(c) Appropriation Clause cancelled if sold "shipped".	43
.....	44
10. SHIPMENT AND CLASSIFICATION —Shipment to be made direct or indirect, with transshipment provided that through Bill(s) of Lading are tendered, by first class steamer(s) and/or power engined ship(s) classed not lower than 100 A1 in Lloyd's Register or British Corporation B.S. or top classification of other equal Registers, or ships not inferior to these classifications.	45
In the event of goods shipped in Tankers or in the oil compartments of vessel(s) which are either classified in Lloyd's Register or described in Lloyd's shipping index as "Ore/Oil Vessels" arriving at destination damaged by seawater or otherwise Buyers shall take delivery with an allowance for deterioration (except for country damaged grain) calculated on a percentage based on contract price to be fixed by arbitration in London, according to the Arbitration Rules specified in the Arbitration Clause hereinafter appearing. Slight dry warmth not to be objected to. Samples to be taken and sealed at port of discharge jointly by the Agents of the Shipper, and of the holders of the Bill(s) of Lading or Delivery Order(s). In the event of Buyers receiving an allowance from Sellers under this Clause, Sellers and Buyers shall give all reasonable assistance to each other in the prosecution of claim for recovery from Shipowners and/or other parties, any such recovery in respect of such allowance made by Sellers to Buyers under this Clause to be for the benefit of Sellers.	46
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11. EXTENSION OF SHIPMENT —The period herein specified within which Bill(s) of Lading must be dated shall be deemed to include an additional period of not more than 8 days, when so desired by the Shipper, provided he gives Buyers notice of his intention to claim additional days by telegram, telex or by other method of rapid written communication, sent not later than the business day following the last day included in the originally stipulated period of shipment. Such notice shall be passed on by other Sellers to their Buyers respectively in due course after receipt. Such notice need not state the number of additional days claimed by Sellers and Sellers may ship at any time within the 8 additional days. Sellers, however, shall make an allowance to Buyers to be deducted in the invoice from the contract price, based on the number of days by which the originally stipulated period is exceeded, as follows: For 1, 2, 3 or 4 additional days, ½ per cent. of the gross c.i.f. price. For 5 or 6 additional days, 1 per cent. of the gross c.i.f. price. For 7 or 8 additional days, 1½ per cent. of the gross c.i.f. price. If, however, after having given notice to Buyers as above, Sellers fail to make shipment within such 8 days, then the contract shall be deemed to have called for shipment during the originally stipulated period plus eight days, at contract price less 1½ per cent. and any settlement for default shall be calculated on that basis. If any allowance becomes due under this clause, the contract price shall be deemed to be the original contract price less the allowance and any other contractual differences shall be settled on the basis of such reduced price.	55
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12. APPROPRIATION— 66

(a) Notice of Appropriation stating the vessel's name, port of shipment, date of the Bill(s) of Lading and the approximate quantity loaded shall, within 8 consecutive days from the date of the Bill(s) of Lading be despatched in accordance with sub-clause (e) by or on behalf of the Shipper direct to the first Buyers or to the Representative or Selling Agent or Brokers named in the contract. The Non-Business Days Clause shall not apply. Should the Shipper's Notice of Appropriation be delayed beyond the said 8 days through any cause beyond his control, the Shipper's Representative or Agent or Brokers, shall pass on the notice to Buyers in due course after receipt but in no case later than 24 hours after receiving the Shipping Documents. 67-75

(b) Notice of Appropriation shall, within the period stated in sub-clause (a) be despatched in accordance with sub-clause (e) by or on behalf of subsequent Sellers to their Buyers or to the Representative or Selling Agent or Brokers named in the contract, but if Notice of Appropriation is received by subsequent Sellers on or after the period stated in sub-clause (a) from the date of the Bill of Lading, their Notice of Appropriation shall be deemed to be in time if despatched:— 76

(1) On the same calendar day, if received not later than 1600 hours on any business day. 77

(2) Not later than the next business day, if received after 1600 hours or on a Non-Business Day. 78

(c) Buyers, on receiving a Notice of Appropriation, shall, on demand, give a written receipt therefor, and if required, Sellers shall give to Buyers a copy of the particulars contained in the notice received by them and the time and date of its receipt. 79

(d) The Shipper's Notice of Appropriation and every subsequent Sellers' Notice of Appropriation shall state the date or the presumed date of the Bill of Lading and port of shipment which shall be for information only and shall not be binding, but in fixing the period laid down by this clause for despatching Notices of Appropriation the actual date of the Bill of Lading shall prevail. 80-82

(e) Notices of Appropriation shall be despatched by telegram, telex or other method of rapid written communication, or by letter if delivered by hand on day of writing. Every such Notice of Appropriation shall be open to correction of any errors occurring in transmission, provided that the sender is not responsible for such errors, and for any previous error in transmission which has been repeated in good faith. Should the vessel arrive before receipt of the Appropriation and any extra expenses be incurred thereby, such expenses shall be borne by Sellers. 83-85

(f) When a valid Notice of Appropriation has been received by Buyers it shall not be withdrawn except with their consent. 86

(g) A Notice of Appropriation despatched to the Representative, or Selling Agent, or Brokers named in the contract shall be considered an appropriation despatched to the Buyers. 87-89

(h) An Appropriation shall not be deemed invalid if the date of the Bill of Lading is within the contract period and if on that date the vessel named is at the port of loading and carrying goods of the contractual description and quantity. 90

(i) In the event of less than 95 tons being appropriated on any one vessel, Buyers shall be entitled to a refund of any proved extra expenses for sampling, analysis and lighterage incurred thereby at port of discharge. 91-93

13. PAYMENT—Payment to be by cash in exchange for Shipping Documents 94

If Shipping Documents have not been sighted at time of vessel's arrival at port of discharge, Sellers shall provide other documents (such documents to be countersigned if required by Buyers by a recognised Bank) entitling Buyers to obtain delivery of the goods, and, without prejudice to Buyers' rights under the contract, payment must be made in exchange for same, provided that if such payment be made, proved additional expenses, if any, incurred by reason of such non-sighting of Shipping Documents shall be borne by Sellers and allowed for in final invoice. When payment is due on a Non-Business Day, Buyers shall have the option of taking up the Shipping Documents on the previous business day—payment to be made not later than 12 noon. Should Shipping Documents be presented with an incomplete set of Bill(s) of Lading or should other Shipping Documents be missing, payment shall be made provided that delivery of such missing documents be guaranteed, such guarantee to be countersigned, if required by Buyers, by a recognised Bank. No obvious clerical error in the documents shall entitle the Buyers to reject them or delay payment, but Sellers shall be responsible for all loss or expense caused to Buyers by reason of such error, and Sellers shall on request of Buyers furnish an approved guarantee in respect thereto. 96-105

Costs of collection shall be for account of Sellers, but if Buyers demand presentation only through a bank of their choice, in that event any additional collection costs shall be for the account of Buyers. 106

Dockage to be allowed for at contract price. 107

Final invoices may be prepared by either party and shall be settled without delay, and if not so settled a dispute shall be deemed to have arisen which may be referred to arbitration as herein provided. 108-109

14. INTEREST—If there has been unreasonable delay in any payment interest appropriate to the currency involved shall be charged. If such charge is not mutually agreed, a dispute shall be deemed to exist which shall be settled by arbitration. 110-111

Otherwise interest shall be payable only where specifically provided in the terms of the contract or by an award of arbitration. 112

15. SHIPPING DOCUMENTS—Shipping Documents shall consist of:—1. Invoice. 2. Full set(s) of on board Bill(s) 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) if required by Buyers, to be guaranteed by the Ship Owners, their Agents or a recognised Bank. Freight pre-paid Bill(s) of Lading shall be accepted. 3. Policy(ies) and/or Insurance Certificate(s) and/or Letter(s) of Insurance in the currency of the contract. If required by Buyers Letter(s) of Insurance shall be guaranteed by a recognised Bank, alternatively by any other guarantor who is acceptable to Buyers. 4. Any other documents as called for under the contract. Buyers agree to accept documents containing the Chamber of Shipping War Deviation Clause and/or other recognised official War Risk Clause. 113-119

16. DUTIES, TAXES, LEVIES, ETC.—All export duties, taxes, levies etc. present or future, in country of origin shall be for Sellers' account. All import duties, taxes, levies, etc. present or future, in country of destination, shall be for Buyers' account, unless otherwise provided. 120-121

17. DISCHARGE—The vessel shall be discharged in accordance with the conditions of the Bill(s) of Lading in force with regular lines to port of discharge, but if ordered to a port to which there is not a regular line, discharge shall be as fast as the vessel can deliver according to the custom of the port. 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. Unless otherwise provided, the cost of discharge from hold to ship's rail shall be for Sellers' account, from ship's rail overboard for Buyers' account. Discharge by grab(s) shall be permitted unless specifically excluded at the time of contract. 122-126

18. WEIGHING—The whole shipment shall be weighed at time of discharge. Sellers and Buyers shall have the right of supervision both as to weighing and delivery. 127-129

Any deficiency on the Bill of Lading weight shall be paid for by Sellers, and any excess over Bill of Lading weight shall be paid for by Buyers at contract price unless the Pro Rata Clause applies. No payment shall be made for increase in weight occasioned by water and/or oil during the voyage. 130-131

In case of Sea Accident causing a deficiency on Invoice weight, Provisional Invoice quantity shall be final, except when such deficiency cannot be accounted for by the nature of the accident, and is not recoverable from Underwriters. If discharge is carried out by grab, the method of determining the weight shall be mutually agreed between Buyers and Sellers and/or their respective agents. 132-133



CONTRACT FOR CANADIAN AND UNITED STATES OF AMERICA GRAIN IN BULK—PARCELS

No. 30

TALE QUALE — C.I.F. TERMS

We acknowledge the receipt of your contract No. _____ dated _____ for { purchase from us / sale to us } _____ 19____

of _____ which we confirm.

To _____

_____ Signed _____

19. **SAMPLING**—Samples, if required, shall be taken at time of discharge in accordance with the appropriate Rules of The Grain and Feed Trade Association and shall be the only samples used for the purposes of arbitration. 135
20. **PRO RATA**— 136
- (a) Should any of the above mentioned quantity form part of a larger quantity of the same or a different period of shipment of bags of the same mark, or of a similar quality, whether in bags or bulk or whether destined to more than one port, no separation or distinction shall be necessary. 137
- (b) All loose collected, damaged goods and sweepings shall be shared by and apportioned pro-rata in kind between the various receivers thereof at the port of discharge named in the contract, buying under contracts containing this clause. In the event of this not being practicable or any of them receiving more or less than his pro-rata share or apportionment, he shall settle with the other(s) on a pro-rata basis in cash at the market price and each receiver shall bear his proportion of the depreciation in market value. The pro-rata statement shall be established by the Sellers or their representatives in conjunction with the receivers or their representatives. 138
- (c) The above pro-rata apportionment between receivers shall have no bearing on the establishment of final invoices with Sellers and for the purpose of these final invoices, the total quantity of loose collected, damaged goods and sweepings shall be regarded as delivered to those receivers who did not receive their full invoiced quantity. 139
- (d) In the case of excess or deficiency, the difference between the invoiced and the total delivered quantity shall be settled at the market price by final invoices to be rendered by receivers, who have received more or less than that paid for, to their immediate Sellers without taking into consideration the above pro-rata apportionment between receivers. 140
- (e) If an excess quantity is delivered to one or more receiver and a deficient quantity is delivered to one or more receiver, the excess and deficiency shall be settled between them at the market price. Final invoices shall be established with immediate Sellers for any balance resulting from this settlement. 141
- (f) All Shippers, Sellers and Buyers of any part of such larger quantity as aforesaid under the contracts containing this clause shall be deemed to have entered into mutual agreements with one another to the above effect and to agree to submit to arbitration all questions and claims between them or any of them in regard to the execution of this clause as aforesaid in accordance with the Arbitration Clause of this contract. Sellers and Buyers shall give all reasonable assistance in execution of this clause. All Sellers shall be responsible for the settlement by their respective Buyers in accordance with this clause within a reasonable time. 142
- (g) The market price wherever mentioned in this clause shall be the market price on the last day of discharge of the vessel in the port of destination, such price to be fixed by arbitration unless mutually agreed. 143
- (h) In the event of this Clause being brought into operation, any allowances payable in respect of condition, or quality, or under any of the other guarantees contained in this contract, shall be based upon the actual weight received by the Buyers and not on the pro-rata weight. 144
- (i) In the event of any conflict in terms the method of apportionment applicable to the port of discharge published by The Grain and Feed Trade Association shall, where applicable, take precedence over sub-clauses (b) to (h) above. 145
- (j) In the event that Clause (a) applies or that the goods subsequently become co-mingled, and that the goods were shipped by more than one shipper and destined for one or more ports of discharge then, after the adjustment between receivers under the terms of this clause, the shippers shall settle pro-rata between themselves in proportion to their bill of lading quantities. 146
- Such settlements shall be made in cash and in the event of two or more discharging ports being involved, then the settlement price shall be the average of the market prices on the last day of discharge in the respective ports. 147
21. **LATENT DEFECT**—The grain is not warranted free from defect, rendering the same unmerchantable, which would not be apparent on reasonable examination, any statute or rule of law to the contrary notwithstanding. 148
22. **INSURANCE**—Sellers shall provide insurance on terms not less favourable than those set out hereunder, and as set out in detail in The Grain and Feed Trade Association Form 72 viz:— 149
- (a) Risks Covered:— 150
- Cargo Clauses (FPA) —Section 3 of Form 72 151
- War Clauses (Cargo) —Section 4 of Form 72 152
- Strikes, Riots and Civil Commotions Clauses (Cargo) —Section 5 of Form 72 153
- Australian, Canadian, South African and United States of America Acts—Section 6 of Form 72 154
- (b) Insurers—The insurance to be effected with first class Underwriters and/or Companies who are domiciled or carrying on business in the United Kingdom or who, for the purpose of any legal proceedings, accept a British domicile and provide an address for service of process in London, but for whose solvency Sellers shall not be responsible. 155
- (c) Insurable Value—Insured amount to be for not less than 2% over the invoice amount, including freight when freight is payable on shipment or due in any event, ship and/or cargo lost or not lost, and including the amount of any War Risk premium payable by Buyers. 156
- (d) Freight Contingency—When freight is payable on arrival or on right and true delivery of the goods and the insurance does not include the freight, Sellers shall effect insurance upon similar terms, such insurance to attach only as such freight becomes payable, for the amount of the freight plus 2%, until the termination of the risk as provided in the above mentioned clauses, and shall undertake that their policies are so worded that in the case of a particular or general average claim the Buyers shall be put in the same position as if the C.I.F. value plus 2% were insured from the time of shipment. 157
- (e) Certificates/Policies—Sellers shall give all policies and/or certificates and/or letters of insurance provided for in this contract, (duly stamped if applicable), for original and increased value (if any) for the value stipulated in (c) above. In the event of a certificate of insurance being supplied, it is agreed that such certificate shall be exchanged by Sellers for a policy if and when required, and such certificate shall state on its face that it is so exchangeable. If required by Buyers, Letter(s) of Insurance shall be guaranteed by a recognised Bank, or by any other guarantor who is acceptable to Buyers. 158
- (f) Total Loss—In the event of total or constructive total loss, or where the amount of the insurance becomes payable in full, the insured amount in excess of 2% over the invoice amount shall be for Sellers' account and the party in possession of the policy(ies) shall collect the amount of insurance and shall thereupon settle with the other party on that basis. 159
- (g) Currency of Claims—Claims to be paid in the currency of the contract. 160
- (h) War and Strike Risks/Premiums—Any premium in excess of 1% to be for account of Buyers. The rate of such insurance not to exceed the rate ruling in London at time of shipment or date of vessel's sailing, whichever may be adopted by Underwriters. Such excess premium shall be claimed from Buyers, wherever possible, with the Provisional Invoice, but in no case later than the date of vessel's arrival, or not later than 7 consecutive days after the rate has been agreed with Underwriters, whichever may be the later, otherwise such claim shall be void unless, in the opinion of arbitrators, the delay is justifiable. Sellers' obligation to provide War Risk Insurance shall be limited to the terms and conditions in force and generally obtainable in London at time of shipment. 161
- (i) Where Sellers are responsible for allowances or other payments to Buyers under Rye Terms or other contractual terms, (and which risks are also covered by the insurance provided by Sellers), the Buyers, on receipt of settlement, shall immediately return to Sellers the insurance documents originally received from them and shall, if required, subrogate to Sellers all right of claim against the Insurers in respect of such matters. 162
23. **PROHIBITION**—In case of prohibition of export, blockade or hostilities or in case of any executive or legislative act done by or on behalf of the government of the country of origin or of the territory where the port or ports of shipment named herein is/are situate, 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 cancelled. Sellers shall advise Buyers without delay with the reasons therefor and, if required, Sellers must produce proof to justify the cancellation. 163
24. **STRIKES**— 164
1. Should shipment of the goods or any part thereof be prevented at any time during the last 28 days of guaranteed time of shipment, or at any time during guaranteed contract period if such be less than 28 days, by reason of riots, strikes or lock-outs at port(s) of loading or elsewhere preventing the forwarding of the goods to such port(s) or by reason of riots, strikes or lock-outs in the Great Lakes or the St. Lawrence River preventing the proceeding of the vessel(s) to the Great Lakes or St. Lawrence port(s) of loading, then the Shipper shall be entitled at the resumption of work after termination of such riots, strikes or lock-outs to as much time, not exceeding 28 days, for shipment from such port(s) as was left for shipment under the contract prior to the outbreak of the riots, strikes or lock-outs and in the event of the time left for shipment under the contract being 14 days or less, a minimum of 14 days shall be allowed. In the event of further riots, strikes or lock-outs occurring during the time by which the guaranteed time of shipment has been extended by reason of the operation of the provisions of the foregoing paragraph, the additional extension shall be limited to the actual duration of such further riots, strikes or lock-outs. In case of non-shipment under the above circumstances, and if the Shipper has claimed an extension under paragraph 2 of this clause, the date of default shall be similarly deferred. 165
2. The Shipper shall send notice by cable or telex not later than 2 business days after the last day of guaranteed time of shipment if he intends to claim an extension of time for shipment under paragraph 1. Such notice shall state the port(s) from which shipment was intended to be made and if such extension is claimed the shipment, after expiry of contract period, shall only be made from such port(s). All such notices shall be passed on in due course. 166
3. If the Shipper gives the notice referred to above, he shall forthwith apply to The North American Export Grain Association and request them to cable or telex to The Grain and Feed Trade Association confirming the existence of such riots, strikes, or lock-outs and in due course to cable or telex the dates of commencement and resumption of work after termination thereof. The Shipper further agrees to comply with all requirements of The North American Export Grain Association to ensure such information is sent. 167
4. As soon as practicable, a certificate of The North American Export Grain Association confirming the information as per paragraph 3 above and certifying the effective duration of the riots, strikes or lock-outs causing the delay and/or prevention of shipment shall be despatched to The Grain and Feed Trade Association. This certificate or, failing its receipt by The Grain and Feed Trade Association at time of negotiation of documents, the above-mentioned communications shall be deemed to be final evidence of such riots, strikes or lock-outs on all contracts where the Shipper has claimed extension as per paragraph 2 above. 168

of Lading and port of shipment which shall be for information only and shall not be binding, but in fixing the period laid down by this clause for despatching Notices of Appropriation the actual date of the last Bill of Lading shall prevail.	75
(e) Notices of Appropriation shall be despatched by telegram, telex or other method of rapid written communication, or by letter if delivered by hand on day of writing. Every such Notice of Appropriation shall be open to correction of any errors occurring in transmission, provided that the sender is not responsible for such errors, and for any previous error in transmission which has been repeated in good faith. Should the vessel arrive before receipt of the Appropriation and any extra expenses be incurred thereby, such expenses shall be borne by Sellers.	76
(f) When a valid Notice of Appropriation has been received by Buyers it shall not be withdrawn except with their consent.	77
(g) A Notice of Appropriation despatched to the Representative, or Selling Agent, or Brokers named in the contract shall be considered an appropriation despatched to the Buyers.	78
(h) An Appropriation shall not be deemed invalid if the date of the last Bill of Lading is within the contract period and if on that date the vessel named is at the port of loading and carrying goods of the contractual description and quantity.	79
12. PAYMENT—Payment, cash in.....	80
in exchange for Shipping Documents.....	81
	82
If shipping documents have not been sighted at time of vessel's arrival at port of discharge, Sellers shall provide other documents (such documents to be countersigned if required by Buyers by a recognised Bank) entitling Buyers to obtain delivery of the goods, and, without prejudice to Buyers' rights under the contract, payment must be made in exchange for same, provided that if such payment be made, proved additional expenses, if any, incurred by reason of such non-sighting of Shipping Documents shall be borne by Sellers and allowed for in final invoice. When payment is due on a Non-Business Day, Buyers shall have the option of taking up the Shipping Documents on the previous business day—payment to be made not later than 12 noon. Should Shipping Documents be presented with an incomplete set of Bill(s) of Lading or should other Shipping Documents be missing, payment shall be made provided that delivery of such missing documents be guaranteed, such guarantee to be counter-signed, if required by Buyers, by a recognised Bank. No obvious clerical error in the documents shall entitle the Buyers to reject them or delay payment, but Sellers shall be responsible for all loss or expense caused to Buyers by reason of such error and Sellers shall on request of Buyers furnish an approved guarantee in respect thereto.	83
Costs of collection shall be for account of Sellers, but if Buyers demand presentation only through a bank of their choice, in that event any additional collection costs shall be for the account of Buyers.	84
Dockage to be allowed for at contract price.	85
Final invoices may be prepared by either party and shall be settled without delay, and if not so settled a dispute shall be deemed to have arisen which may be referred to arbitration as herein provided.	86
13. INTEREST—If there has been unreasonable delay in any payment interest appropriate to the currency involved shall be charged. If such charge is not mutually agreed, a dispute shall be deemed to exist which shall be settled by arbitration.	87
Otherwise interest shall be payable only where specifically provided in the terms of the contract or by an award of arbitration.	88
14. SHIPPING DOCUMENTS—Shipping Documents shall consist of:—	89
1. Invoice. 2. Full set(s) of on board Bill(s) 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) if required by Buyers, to be guaranteed by the Ship Owners, their agents or a recognised Bank. Freight pre-paid Bills of Lading shall be accepted. 3. Policy(ies) and/or Insurance Certificate(s) and/or Letter(s) of Insurance in the currency of the contract. If required by Buyers Letter(s) of Insurance shall be guaranteed by a recognised Bank, alternatively by any other guarantor who is acceptable to Buyers. 4. Any other documents as called for under the contract. Buyers agree to accept documents containing the Chamber of Shipping War Deviation Clauses and/or other recognised official War Risk Clause.	90
15. DUTIES, TAXES, LEVIES ETC.—All export duties, taxes, levies etc. present or future, in country of origin shall be for Sellers' account. All import duties, taxes, levies etc. present or future in country of destination, shall be for Buyers' account, unless otherwise provided.	91
16. CERTIFICATES OF ORIGIN—.....	92
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**CONTRACT FOR CANADIAN AND UNITED STATES OF AMERICA GRAIN
CARGOES**
TALE QUALE — C.I.F. TERMS

No. 27

..... 19

We acknowledge the receipt of your contract No. dated for { purchase from us
sale to us }
of which we confirm.
To

18. **WEIGHING**—The whole shipment shall be weighed at time of discharge. Sellers and Buyers shall have the right of supervision both as to weighing and delivery. 124
Any deficiency on the Bill of Lading weight shall be paid for by Sellers, and any excess over Bill of Lading weight shall be paid for by Buyers, at contract price. No payment shall be made for increase in weight occasioned by water and/or oil during the voyage. In case of Sea Accident causing a deficiency on Invoice Weight, Provisional Invoice quantity shall be final, except when such deficiency cannot be accounted for by the nature of the accident, and is not recoverable from Underwriters. If discharge is carried out by grab, the method of determining the weight shall be mutually agreed between Buyers and Sellers and/or their respective Agents. 125-130
19. **SAMPLING**—If applicable, samples shall be taken at time of discharge in accordance with the appropriate Rules of The Grain and Feed Trade Association and shall be the only samples used for the purposes of arbitration. 131
20. **LATENT DEFECT**—The grain is not warranted free from defect, rendering the same unmerchantable, which would not be apparent on reasonable examination, any statute or rule of law to the contrary notwithstanding. 132-133
21. **INSURANCE**—Sellers shall provide insurance on terms not less favourable than those set out hereunder, and as set out in detail in The Grain and Feed Trade Association Form 72 viz:— 134-135
- (a) Risks Covered:— 136
- | | | |
|---|-----------------------|-----|
| Cargo Clauses (FPA) | —Section 3 of Form 72 | 138 |
| War Clauses (Cargo) | —Section 4 of Form 72 | 139 |
| Strikes, Riots and Civil Commotions Clauses (Cargo) | —Section 5 of Form 72 | 140 |
| Australian, Canadian, South African and United States of America Acts | —Section 6 of Form 72 | 141 |
- (b) Insurers—The insurance to be effected with first class Underwriters and/or Companies who are domiciled or carrying on business in the United Kingdom or who, for the purpose of any legal proceedings, accept a British domicile and provide an address for service of process in London, but for whose solvency Sellers shall not be responsible. 142-144
- (c) Insurable Value—Insured amount to be for not less than 2% over the invoice amount, including freight when freight is payable on shipment or due in any event, ship and/or cargo lost or not lost, and including the amount of any War Risk premium payable by Buyers. 145-146
- (d) Freight Contingency—When freight is payable on arrival or on right and true delivery of the goods and the insurance does not include the freight, Sellers shall effect insurance upon similar terms, such insurance to attach only as such freight becomes payable, for the amount of the freight plus 2%, until the termination of the risk as provided in the above mentioned clauses, and shall undertake that their policies are so worded that in the case of a particular or general average claim the Buyers shall be put in the same position as if the C.I.F. value plus 2% were insured from the time of shipment. 147-149
- (e) Certificates/Policies—Sellers shall give all policies and/or certificates and/or letters of insurance provided for in this contract, (duly stamped if applicable), for original and increased value (if any) for the value stipulated in (c) above. In the event of a certificate of insurance being supplied, it is agreed that such certificate shall be exchanged by Sellers for a policy if and when required, and such certificate shall state on its face that it is so exchangeable. If required by Buyers, Letter(s) of Insurance shall be guaranteed by a recognised Bank, or by any other guarantor who is acceptable to Buyers. 150-153
- (f) Total Loss—In the event of total or constructive total loss, or where the amount of the insurance becomes payable in full, the insured amount in excess of 2% over the invoice amount shall be for Sellers' account and the party in possession of the policy(ies) shall collect the amount of insurance and shall thereupon settle with the other party on that basis. 154-157
- (g) Currency of Claims—Claims to be paid in the currency of the contract. 158
- (h) War and Strike Risks/Premiums—Any premium in excess of $\frac{1}{2}$ % to be for account of Buyers. The rate of such insurance not to exceed the rate ruling in London at time of shipment or date of vessel's sailing, whichever may be adopted by Underwriters. Such excess premium shall be claimed from Buyers, wherever possible, with the Provisional Invoice, but in no case later than the date of vessel's arrival, or not later than 7 consecutive days after the rate has been agreed with Underwriters, whichever may be the later, otherwise such claim shall be void unless, in the opinion of arbitrators, the delay is justifiable. Sellers' obligation to provide War Risk Insurance shall be limited to the terms and conditions in force and generally obtainable in London at time of shipment. 159-163
- (i) Where Sellers are responsible for allowances or other payments to Buyers under Rye Terms or other contractual terms, (and which risks are also covered by the insurance provided by Sellers), the Buyers, on receipt of settlement, shall immediately return to Sellers the insurance documents originally received from them and shall, if required, subrogate to Sellers all right of claim against the Insurers in respect of such matters. 164-166
22. **PROHIBITION**—In case of prohibition of export, blockade or hostilities or in case of any executive or legislative act done by or on behalf of the government of the country of origin or of the territory where the port or ports of shipment named herein is/are situate, 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 cancelled. Sellers shall advise Buyers without delay with the reasons therefor and, if required, Sellers must produce proof to justify the cancellation. 167-171
23. **STRIKES**— 172
1. Should shipment of the goods or any part thereof be prevented at any time during the last 28 days of guaranteed time of shipment, or at any time during guaranteed contract period if such be less than 28 days by reason of riots, strikes or lock-outs at port(s) of loading or elsewhere preventing the forwarding of the goods to such port(s) or by reason of riots, strikes or lock-outs on the Great Lakes or the St. Lawrence River preventing the proceeding of the vessel(s) to the Great Lakes or St. Lawrence port(s) of loading, then the Shipper shall be entitled at the resumption of work after termination of such riots, strikes or lock-outs to as much time, not exceeding 28 days, for shipment from such ports as was left for shipment under the contract prior to the outbreak of the riots, strikes or lock-outs and in the event of the time left for shipment under the contract being 14 days or less, a minimum of 14 days shall be allowed. In the event of further riots, strikes or lock-outs occurring during the time by which the guaranteed time of shipment has been extended by reason of the operation of the provisions of the foregoing paragraph, the additional extension shall be limited to the actual duration of such further riots, strikes or lock-outs. In case of non-shipment under the above circumstances, and if the Shipper has claimed an extension under paragraph 2 of this clause, the date of default shall be similarly deferred. 173-182
2. The Shipper shall send notice by cable or telex not later than 2 business days after the last day of guaranteed time of shipment if he intends to claim an extension of time for shipment under paragraph 1. 183-184
- Such notice shall state the port(s) from which shipment was intended to be made and if such extension is claimed, the shipment, after expiry of contract period, shall only be made from such port(s). All such notices shall be passed on in due course. 185-186
3. If the Shipper gives the notice referred to above, he shall forthwith apply to The North American Export Grain Association and request them to cable or telex to The Grain and Feed Trade Association confirming the existence of such riots, strikes or lock-outs and in due course to cable or telex the dates of commencement and resumption of work after termination thereof. The Shipper further agrees to comply with all requirements of The North American Export Grain Association to ensure such information is sent. 187-190
4. As soon as is practicable, a certificate of The North American Export Grain Association confirming the information as per paragraph 3 above and certifying the effective duration of the riots, strikes or lock-outs causing the delay and/or prevention of shipment shall be despatched to The Grain and Feed Trade Association. This certificate or, failing its receipt by The Grain and Feed Trade Association at time of negotiation of documents, the above mentioned communications shall be deemed to be final evidence of such riots, strikes, or lock-outs on all contracts where the Shipper has claimed extension as per paragraph 2 above. 191-194
24. **NOTICES**—Any Notices received after 1600 hours on a business day shall be deemed to have been received on the business day following. A Notice to the Brokers or Agent shall be deemed a Notice under this Contract. All Notices given under this Contract shall be given by letter, if delivered by hand on the day of writing, or by telegram or by telex or by other method of rapid written communication. In case of resales all Notices shall be passed on without delay by Buyers to their respective Sellers or vice versa. 195-199
25. **NON-BUSINESS DAYS**—Saturdays, Sundays and the officially recognised and/or legal holidays of the respective countries and any days which The Grain and Feed Trade Association may declare as Non-Business Days for specific purposes, shall be Non-Business Days. Should the time limit for doing any act or giving any notice expire on a Non-Business Day, the time so limited shall be extended until the first Business Day thereafter. The period of shipment shall not be affected by this clause. 200-203
26. **DEFAULT**—In default of fulfilment of contract by either party, the following provisions shall apply:— 204
- (a) The party other than the defaulter shall, at their discretion have the right, after giving notice by letter, telegram or telex to the defaulter, to sell or purchase, as the case may be, against the defaulter, and such sale or purchase shall establish the default price. 205-206
- (b) If either party be dissatisfied with such default price or if the right at (a) above is not exercised and damages cannot be mutually agreed, then the assessment of damages shall be settled by arbitration. 207-208
- (c) The damages payable shall be based on the difference between the contract price and either the default price established under (a) above or upon the actual or estimated value of the goods, on the date of default, established under (b) above. 209-210
- (d) In no case shall damages include loss of profit on any sub-contracts made by the party defaulted against or others unless the Arbitrator(s) or Board of Appeal, having regard to special circumstances, shall in his/their sole and absolute discretion think fit. 211-212
- (e) Damages, if any, shall be computed on the quantity appropriated if any but, if no such quantity has been appropriated then on the mean contract quantity, and any option available to either party shall be deemed to have been exercised accordingly in favour of the mean contract quantity. 213-214
- (f) Default may be declared by Sellers at any time after expiry of the contract period, and the default date shall then be the first business day after the date of Sellers' advice to their Buyers. 215-216
- If default has not already been declared then (notwithstanding the provisions stated in the appropriation clause) if notice of appropriation is not passed by the 10th consecutive day after the last day for appropriation laid down in the contract, where the appropriation clause provides for 7 or more days for despatch of the appropriation, or if notice of appropriation is not passed by the 4th business day after the last day for appropriation laid down in the contract where the appropriation clause provides for less than 7 days for despatch of the appropriation, the Sellers shall be deemed to be in default, and the default date shall then be the first business day thereafter. 217-221

27. **CIRCLE**—Where Sellers repurchase from their 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, from the same country of origin, of the same quality, and, where applicable, of the same analysis warranty, for shipment to the same port(s) of destination during the same period of shipment). Subject to the terms of the Prohibition Clause in the contract, if goods are not appropriated, or, having been appropriated documents are not presented, invoices based on the mean contract quantity shall be settled between each Buyer and his Seller in the circle by payment by Buyers to their Sellers of the excess of the Sellers' invoice amount over the lowest invoice amount in the circle. Payment shall be due not later than 15 consecutive days after the last day for appropriation, or, should the circle not be ascertained before the expiry of this time, then payment shall be due not later than 15 consecutive days after the circle is ascertained. All Sellers and Buyers shall give every assistance to ascertain the circle and when a circle shall have been ascertained in accordance with this Clause same shall be binding on all parties to the circle. As between Buyers and Sellers in the circle, the non-presentation of documents by Sellers to their Buyers shall not be considered a breach of contract. Should any party in the circle prior to the due date of payment commit any act comprehended in the Insolvency Clause of his contract, the circle shall be considered broken, and the Insolvency Clause shall apply. 222
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28. **INSOLVENCY**—If before the fulfilment of this contract, either party shall suspend payments, commit an act of bankruptcy, notify any of his creditors that he is unable to meet debts or that he has suspended or that he is about to suspend payment of his debts, convene, call or hold a meeting of creditors, convene, call or hold a meeting to go into liquidation (other than for reconstruction or amalgamation) or shall apply for an official moratorium, have a petition presented for winding up, or shall have a Receiver appointed (any of which acts being hereinafter called an 'Act of Insolvency'), then the party committing such Act of Insolvency, shall forthwith transmit by telex or telegram or by other method of rapid written communication a notice of the occurrence of such Act of Insolvency to the other party to the contract and, upon proof (by either the other party to the contract or the Receiver or person representing the party committing the Act of Insolvency) that such notice was thus given within two business days of the occurrence of the Act of Insolvency, the contract shall be closed out at the market price ruling on the business day following the giving of the Notice. If such Notice be not given as aforesaid, then the other party, on learning of the occurrence of the Act of Insolvency, shall have the option of declaring the contract closed out at either the market price on the first business day after the date when such party first learnt of the occurrence of the Act of Insolvency or at the market price ruling on the first business day after the date when the Act of Insolvency occurred. 234
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29. **DOMICILE**—Buyers and Sellers agree that, for the purpose of proceedings either legal or by arbitration, this contract shall be deemed to have been made in England, and to be performed there, any correspondence in reference to the offer, the acceptance, the place of payment, or otherwise, notwithstanding and the Courts of England or arbitrators appointed in England, as the case may be, shall, except for the purpose of enforcing any award made in pursuance of the arbitration clause hereof, have exclusive jurisdiction over all disputes which may arise under this contract. Such disputes shall be settled according to the law of England, whatever the domicile, residence or place of business of the parties to this contract may be or become. Any party to this contract residing or carrying on business elsewhere than in England or Wales, shall for the purpose of proceedings at law or in arbitration be considered as ordinarily resident or carrying on business at the offices of The Grain and Feed Trade Association, and if in Scotland, he shall be held to have prorogated jurisdiction against himself to the English Courts; or if in Northern Ireland to have submitted to the jurisdiction, and to be bound by the decision of the English Courts. The service of proceedings upon any such party by leaving the same at the office of The Grain and Feed Trade Association, together with the posting of a copy of such proceedings to his address abroad, or in Scotland or in Northern Ireland, shall be deemed good service, any rule of law or equity to the contrary notwithstanding. Where goods forming the subject of this contract are not for consumption in Great Britain or Northern Ireland nothing in the foregoing shall make the sale subject to the provisions of the Agriculture Act for the time being in force. Nevertheless parties to the contract accept the method of analysis prescribed in the Regulations made under the said Act. 247
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30. **ARBITRATION**—
(a) Any dispute arising out of or under this contract shall be settled by arbitration in accordance with the Arbitration Rules, No. 125, of The Grain and Feed Trade Association, in the edition current at the date of this contract, such Rules forming part of this contract and of which both parties hereto shall be deemed to be cognisant. 260
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(b) 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 arbitrator(s) or a Board of Appeal, as the case may be, in accordance with the Arbitration Rules and it is expressly agreed and declared that the obtaining of an award from the arbitrator(s) or a Board of Appeal, as the case may be, shall be a condition precedent to the right of either party hereto or of any persons claiming under either of them to bring any action or other legal proceedings against the other of them in respect of any such dispute. 264
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31. **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; 269
(b) the United Nations Convention on Contracts for the International Sale of Goods of 1980; and 270
(c) the United Nations Convention on Prescription (Limitation) in the International Sale of Goods of 1974 and the amending Protocol of 1980. 271
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Amendment No. 87/02

TO ALL CONTRACTS

Add at the end of the existing Interest Clause:

"The terms of this clause do not override the parties obligation under the Payment Clause".

Effective 1st September 1987



Amendment No. 03/87

TO APPLY TO ALL CONTRACTS

Substitute the following for the existing Insolvency Clause.

If before the fulfilment of this Contract, either party shall suspend payments, notify any of the creditors that he is unable to meet debts or that he has suspended or that he is about to suspend payments of his debts, convene, call or hold a meeting of creditors, propose a voluntary arrangement, have an administration order made, have a winding up order made, have a receiver or manager appointed, convene, call or hold a meeting to go into liquidation (other than for re-construction or amalgamation) become subject to an Interim Order under Section 252 of the Insolvency Act 1986, or have a Bankruptcy Petition presented against him (any of which acts being hereinafter called an "Act of Insolvency") then the party committing such Act of Insolvency shall forthwith transmit by telex or telegram or by other method of rapid written communication a notice of the occurrence of such Act of Insolvency to the other party to the contract and upon proof (by either the other party to the contract or the Receiver, Administrator, Liquidator or other person representing the party committing the Act of Insolvency) that such notice was thus given within 2 business days of the occurrence of the Act of Insolvency, the contract shall be closed out at the market price ruling on the business day following the giving of the Notice. If such Notice be not given as aforesaid, then the other party, on learning of the occurrence of the Act of Insolvency, shall have the option of declaring the Contract closed out at either the market price on the first business day after the date when such party first learnt of the occurrence of the Act of Insolvency or at the market price ruling on the first business day after the date when the Act of Insolvency occurred.

In all cases the other party to the Contract shall have the option of ascertaining the settlement price on the closing out of the contract by re-purchase or re-sale, and the difference between the contract price and the re-purchase or re-sale price shall be the amount payable or receivable under this contract.

Effective 1st December 1987



Amendment No. 88/01

All GAFTA Contracts — General Clause

Please add:—"Notwithstanding anything in this Contract to the contrary, Notices despatched under this Contract shall **NOT** be transmitted by means of facsimile machines".

Effective 1st February 1988.



Amendment No. 05/88

CIRCLE CLAUSE – CIF CONTRACTS Nos. 1, 2, 3, 6, 8, 9, 10, 12, 13, 14, 14a, 15, 16, 22, 27, 28, 30, 31, 32, 35, 36, 41, 43, 54a, 59, 60, 61, 62, 75, 77, 79, 80, 80a, 83, 96, 97, 98, 99, 100, 100a, 101, 102, 103, 104, 112.

Delete the existing Circle Clause and substitute by the following:—

"Where Sellers repurchase from their Buyers 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, from the same country of origin, of the same quality, and, where applicable, of the same analysis warranty, for shipment to the same port(s) of destination during the same period of shipment). Different currencies shall not invalidate the Circle.

Subject to the terms of the Prohibition Clause in the Contract, if the goods are not appropriated, or, having been appropriated documents are not presented, invoices based on the mean contract quantity shall be settled by all Buyers and their Sellers in the circle by payment by all Buyers to their Sellers of the excess of the Sellers' invoice amount over the lowest invoice amount in the circle. Payment shall be due not later than 15 consecutive days after the last day for appropriation, or, should the circle not be ascertained before the expiry of this time, then payment shall be due not later than 15 consecutive days after the circle is ascertained. Where the Circle includes Contract(s) expressed in different currencies the lowest invoice amount shall be replaced by the market price on the first day for contractual shipment and invoices shall be settled between each Buyer and his Seller in the Circle by payment of the differences between the market price and the relative contract price in currency of the contract.

All Sellers and Buyers shall give every assistance to ascertain the circle and when a circle shall have been ascertained in accordance with this Clause same shall be binding on all parties to the circle.

As between Buyers and Sellers in the circle, the non-presentation of documents by Sellers to their Buyers shall not be considered a breach of contract.

Should any party in the circle prior to the due date of payment commit any act comprehended in the Insolvency Clause of his contract, settlement by all parties in the circle shall be calculated at the closing out price as provided for in the Insolvency Clause, which shall be taken as a basis for settlement, instead of the lowest invoice amount in the circle. In this event respective Buyers shall make payment to their Sellers or respective Sellers shall make payment to their Buyers of the difference between the closing out price and the contract price."

Effective 1st December 1988

谷物与饲料贸易协会仲裁条例第125号。这是贸易各方由于合同而产生争论时应参考的仲裁条例。共18章。

THE GRAIN AND FEED TRADE ASSOCIATION

ARBITRATION RULES No. 125

Copyright

1. – PRELIMINARY

1:1 – Any dispute arising out of a contract embodying these Rules shall be referred to arbitration in accordance with the following provisions.

1:2 – Arbitrations shall take place in London, or elsewhere if mutually agreed by the parties.

1:3 – The provisions of the Arbitration Acts 1950, 1975 and 1979, and of any statutory modification or re-enactment thereof for the time being in force, shall apply to every arbitration and appeal held under these Rules save insofar as such provisions are modified by or are inconsistent with these Rules.

1:4 – In these Rules:–

- (a) “Council” means the Council of the Association.
- (b) “Officers” means the President, Deputy President, the two Vice Presidents, together with the Director General and the Secretary of the Association.
- (c) the masculine gender shall include the feminine gender.

1:5 – Each party engaging in an arbitration or an appeal pursuant to these Rules, whether or not a Member of the Association, is deemed thereby to agree to abide by these Rules and to agree with the Association to be liable to the Association (jointly and severally with the other parties to the arbitration or appeal) for all fees and expenses incurred in connection with the arbitration or appeal or any remissions, which said fees and expenses shall, upon notification by the Association under the provisions of Rules 7 and 13, be and become a debt due to the Association.

2. – PROCEDURE FOR CLAIMING ARBITRATION AND TIME LIMITS

2:1 – A party claiming arbitration shall notify the other party that he is claiming arbitration within the time limits stipulated in this Rule, and shall, no later than 7 consecutive days from the last day for claiming arbitration, appoint an arbitrator in accordance with Rule 3.

2:2 – Technical

- (a) For Goods Sold:
 - (i) On CIF terms: not later than 90 consecutive days after the expiry of the contract period of shipment or after the date of completion of final discharge of the ship at port of destination whichever period shall last expire.
 - (ii) on FOB terms: not later than 90 consecutive days after the date of the last bill of lading or after the expiry of the contract period of delivery whichever shall first expire.
 - (iii) on any other terms: not later than 90 consecutive days after the last day of the contractual delivery period.
- (b) In respect of claims arising out of certificates of analysis for which allowances are not fixed by the terms of the contract, not later than 21 consecutive days from the date of receipt by the claimant of the final certificate of analysis.
- (c) In respect of any monies due by one party to the other, not later than 90 consecutive days of the dispute having arisen.

2:3 – **Grain, Pulses and Cereal Products Quality and/or Condition** (excluding Rye Terms Clause):
Contracts Numbers: 2, 3, 5, 7, 11, 11a, 12, 13, 14, 14a, 16, 19, 26, 27, 28, 30, 31, 32, 35, 36, 41, 43, 48, 49, 50, 51, 53, 54a, 59, 60, 61, 62, 64, 74, 74a, 75, 77, 78, 79, 79a, 80, 80a, 83, 84, 85, 86, 94, 94a, 110, 111.

- (a) When the sale has been a sale on sample, or by specification, or by Grade No. 1 Marrowfat Peas, not later than 14 consecutive days after the date of completion of final discharge of the ship at port of destination.
- (b) When the sale has been of fair average quality to be assessed upon the basis of and by comparison with the Association’s Official F.A.Q. Standard of the month during which the Bill of Lading is dated, not later than 14 consecutive days after publication by the Association that the Standard has been, or will not be, made.
- (c) When the sale has been of fair average quality against a Standard which is officially adopted by the Association, not later than 14 consecutive days after completion of final discharge of the ship at port of destination, or not later than 14 consecutive days after publication by the Association that the Standard has been, or will not be, adopted, whichever period shall last expire.

- (d) In respect of quality and/or condition of goods sold otherwise than for shipment, not later than 28 consecutive days after the date of delivery, or for goods sold ex store/ silo, not later than 35 consecutive days after the date of invoice.
- (e) In respect of containerised goods within 14 consecutive days from the unstuffing of the container, but not later than 28 consecutive days after the date of completion of final discharge of the ship at port of destination.

2:4 – Feeding Stuffs Quality and/or Condition (excluding Rye Terms Clause)

Contracts Numbers: 1, 4, 6, 8, 9, 10, 15, 17, 22, 95, 96, 97, 98, 99, 100, 100a, 101, 102, 103, 104, 105, 106, 107, 108, 109, 112, 113, 116, 118, 119.

- (a) In respect of quality and/or condition of goods sold for shipment, not later than 28 consecutive days after the date of completion of final discharge of the ship at port of destination.
- (b) In respect of quality and/or condition of goods sold otherwise than for shipment, not later than 28 consecutive days after the date of delivery, or for goods sold ex store/silo, not later than 35 consecutive days after the date of invoice.

2:5 – Rye Terms

In respect of the “Rye Terms” Clause within 10 consecutive days after the date of completion of final discharge of the ship at port of destination.

2:6 – Finality

Every arbitration for quality and/or condition claimed in accordance with these Rules must be proceeded with as follows:–

- (a) When the sale has been a sale on sample, or by specification, or by Grade No. 1 Marrowfat Peas, within 28 consecutive days after the date of completion of final discharge of the ship at port of destination.
- (b) When the sale has been of fair average quality or by description in respect of Grains, Pulses and Cereal Products (Contracts listed in Clause 2:3), within 28 consecutive days of the publication by the Association that the Standard has been, or will not be, adopted or made, or within 28 consecutive days after the date of completion of final discharge of the ship at port of destination, whichever period shall last expire.
- (c) When the sale has been of fair average quality in respect of Feeding Stuffs (Contracts listed in Clause 2:4), within 60 consecutive days of the date of appointment of an arbitrator by or on behalf of the party against whom arbitration has been claimed.
- (d) In respect of goods sold otherwise than for shipment (unless sold on sample, by specification or by Grade No. 1 Marrowfat Peas or of fair average quality), within 28 consecutive days of arbitration having been claimed.
- (e) When the goods have been bought or sold on terms known as “Rye Terms”, within 21 consecutive days after the date of completion of final discharge of the ship at port of destination.
- (f) For Contract No. 75 – Condition (fly and/or weevil) – within 10 consecutive days of the claim for arbitration.

2:7 – In the event of non-compliance with any of the preceding provisions of this Rule and of such non-compliance being raised by the respondents as a defence, claims shall be deemed to be waived and absolutely barred, unless the arbitrator(s) shall in his/their absolute discretion, otherwise determine. If the arbitrator(s) do not exercise his/their discretion to admit a claim then the Board of Appeal, on appeal, shall have the power in its absolute discretion to determine otherwise, but not so as to over-rule or set aside any determination already made by the arbitrator(s) to admit a claim.

2:8 – No award by the arbitrator(s) shall be questioned or invalidated on appeal or otherwise on the ground that the claim was not made within the time limits stipulated in this Rule if the Respondents to the claim did not raise the matter before his/their arbitrator(s) so as to enable them to consider whether or not to exercise the discretion vested in him/them by Rule 2:7.

2:9 – Lapse of Claim

If neither the claimant nor the respondent submits any documentary evidence or submissions to the arbitrator appointed by or for him with a copy to the other party, within the period of 1 year from the date of the appointment of the first named arbitrator, then the claim to arbitration shall be deemed to have lapsed on the expiry of the said period of 1 year unless before that date the claim is renewed by a further claim to arbitration to be made by either party notifying the other before the expiry date. Any such renewal shall be for a period of 1 year from the date of the giving of notice of renewal when it shall lapse again unless renewed in the like manner as the first renewal or unless by then documentary evidence or submissions have been submitted by either the claimant or the respondent.

In the event of failure to renew a claim as provided in this Rule such claim shall be deemed to have been withdrawn and abandoned unless the arbitrator(s) shall in his/their absolute discretion otherwise determine upon such terms as he/they may think fit.

3. – APPOINTMENT OF ARBITRATORS

3:1 – A party claiming arbitration shall within the time limits specified in Rule 2 either:–

- (a) Appoint an arbitrator and give notice to the other party of the name of the arbitrator so appointed or
- (b) apply to the Association for the appointment of an arbitrator as provided in Rule 3:6.

The other party shall within 9 consecutive days of such notice of appointment either accept the appointment of that arbitrator as sole arbitrator in the dispute, or appoint a second arbitrator.

3:2 – When two arbitrators have been appointed they shall on receipt of the first set of documents submitted in accordance with the provisions of Rule 4:1, jointly appoint a third arbitrator and report his name to the Association. The third arbitrator shall be the Chairman of the Tribunal so formed and his name shall be notified to the parties by the Association. If either party has sent his documentary evidence and/or submissions to the arbitrator appointed by or for him and has not been notified by the Association of the name of the third arbitrator he may apply to the Association for the appointment of a third arbitrator. Any such appointment by the Association under this Rule shall, after it has consulted with the two appointed arbitrators, be made at the absolute discretion of any two of the Officers.

3:3 – It shall be the duty of the Chairman of the Tribunal to see to the proceedings of the arbitration. Any delay on the part of the Tribunal to proceed with the arbitration at any stage may be notified to the Association, which shall upon application by either party set down date(s) for hearing(s).

3:4 – An arbitrator appointed under these Rules shall either be a Member of the Association or, with the consent of his principals, an employee of a Member, but in either case shall be a person engaged or who has been engaged in the Trade and shall not be interested in the transaction nor directly interested as a member of a company or firm named as a party to the arbitration, nor financially retained by any such company or firm, nor a member of nor financially retained by any company or firm financially associated with any party to the arbitration.

3:5 – (a) An appointment of an arbitrator shall be valid provided that:–

- (i) the party making the appointment under Rule 3:1 shall have despatched a copy of that notice to the arbitrator, and
- (ii) either that arbitrator has signified his acceptance of the appointment to the party appointing him prior to the hearing or, if the originally appointed arbitrator shall be unwilling or unable to act, the appointing party has appointed a substitute who has signified his acceptance of the appointment prior to the hearing.
- (iii) in the case of a third arbitrator, when his acceptance has been communicated to the first two arbitrators.

(b) In arbitrations for quality and/or condition when parties claim to be in a string, intermediate parties may pass on the name(s) of the arbitrator(s) without his/their prior acceptance provided that subsequently the provisions of Rule 5:1 are complied with.

3:6 – Any party requiring an arbitrator to be appointed on his behalf may apply to the Association for an appointment. Any two of the Officers shall appoint an Arbitrator to act for the party applying provided that such application is addressed in writing to the Association and provided that a copy has been despatched to the other party within the time limit stipulated in Rule 3:1. Such application for an appointment shall for the purpose of any time limit stipulated in these Rules be equivalent to the appointment of an arbitrator by the applicant.

3:7 – If one party has appointed an arbitrator, despatched notice of the appointment in writing to the other party, and called upon that party either to concur with the appointment of that arbitrator as sole arbitrator or to appoint an arbitrator, and the other party fails to comply within 9 consecutive days of the notice being served, then the party claiming arbitration may apply to the Association for the appointment of an arbitrator to act on behalf of the party who has failed to appoint. Provided that the application is accompanied by evidence that (a) the parties had, prima facie, entered into a contract subject to these Rules, (b) notice was despatched to the other party that arbitration was claimed and (c) notice was despatched to the other party that application was being made to the Association for the appointment of an arbitrator and the appropriate fee ruling at the date of application had been paid, any two of the Officers shall appoint an arbitrator to act on behalf of the party who failed to appoint an arbitrator to act on his behalf.

3:8 – If an arbitrator dies, or refuses to act, or become incapable of acting, or fails to proceed with the arbitration, or is found to be ineligible, the party appointing such arbitrator shall forthwith appoint a substitute. If a substitute is not appointed by the appointing party within 5 consecutive days after the notice of such death, refusal, incapacity, failure or finding of ineligibility as the case may be, any two of the Officers shall have the power to appoint an arbitrator, and in the case of failure to proceed, to set down a date for the arbitration, provided that application is made in accordance with the second sentence of Rule 3:7.

3:9 – Any party making an application to the Association for the appointment of an arbitrator in accordance with Rule 3:6, 3:7, or 3:8 may be required by the Association to pay a deposit of such sum as

the Association may require on account of any fees and expenses thereafter arising if the arbitrators should decide that under the provisions of Rule 6 they have no jurisdiction.

3:10 – The arbitrator(s) may call upon either party to deposit with the Association such sum or sums as he/they consider appropriate on account of fees, costs and expenses prior to the commencement of the arbitration hearing.

4. – ARBITRATION PROCEDURE

For Technical Disputes all statements and evidence provided for below are in every case to be delivered by being sent by each party (a) in triplicate to the arbitrator appointed by that party and (b) to the other party.

4:1 – The claimant shall draw up a clear and concise statement of his case which, together with a copy of the Contract and such documentary evidence as he wishes to put in, shall be delivered as required under this rule.

4:2 – The other party shall, on receipt of his copy of the claimant's case and documents, draw up a clear and concise statement of his defence (and counterclaim, if any) which, together with all supporting documents, shall be delivered as required under this rule.

4:3 – The claimant shall then have the right to submit further written comments and/or documents in reply, such to be delivered as required by this rule.

4:4 – The Tribunal may admit further evidence from either party upon its being delivered as required by this rule.

4:5 – Where samples are involved the above procedure shall apply with regard to the exchange of statements and documentary evidence, but having due regard to the Finality time limits the Arbitrator(s) may examine samples prior to the completion of this exchange.

4:6 – If any party to the arbitration wishes to attend the arbitration hearing he should advise the arbitrator(s) who shall, on receipt of such advice, inform the parties of the expected date, time and place of the arbitration hearing. Any party or his representative (not being a solicitor or barrister, or other legally qualified advocate, wholly or principally engaged in private practice) shall be entitled to make further submissions orally or in writing in addition to those made under this Rule. Unless the arbitrator(s) otherwise decide(s) no person other than the parties and witnesses shall be permitted to attend the arbitration hearing, which shall be in private.

5. – STRING ARBITRATIONS (QUALITY AND/OR CONDITION)

5:1 – In the event of a contract forming part of a string of contracts which are in all material points identical in terms, except as to price, any arbitration for quality and/or condition may be held between the first seller and the last buyer in the string as though they were contracting parties, provided that every party against whom arbitration is claimed and who claims to be in a string shall have supplied his contract and all relevant information to the arbitrator(s).

Any award so made, hereinafter referred to as a string award, shall, subject to the right of appeal (except an award in respect of condition where the goods have been bought and sold on terms known as "Rye Terms"), be binding on all intermediate parties in the string and may be enforced by an intermediate party against his immediate contracting party as though a separate award had been made under each contract.

6. – PRELIMINARY ISSUES

6:1 – Where the arbitrator(s) decide(s), at any time after being appointed, and prior to making an award, that the dispute is not one arising out of a contract embodying these Rules, he/they shall forthwith certify in writing that, in consequence, he has/they have no jurisdiction under these Rules to arbitrate on the dispute, and he/they shall forthwith notify the parties to the dispute and the Association in writing of his/their decision and, thereupon, the dispute shall be deemed to be one which is not subject to the Arbitration Rules of the Association and accordingly such Rules shall not apply thereto. Such decision shall be final and binding upon the parties and upon the Association, subject to the right of appeal to the Committee of Appeal by either in accordance with the provisions stipulated in Rule 8.

6:2 – Upon being notified as aforesaid a board of appeal shall be appointed by the Association to determine the preliminary issue and such other matters relating to the dispute as the parties may, by mutual agreement, submit to the Board of Appeal.

6:3 – The Board of Appeal may in its absolute discretion lay down the procedure to be adopted at the determination of the preliminary issue and may order the parties to the dispute to lodge with the Association within a specified time such fees as the Board of Appeal considers reasonable as a condition of the determination of the preliminary issue.

6:4 – The Board of Appeal shall either uphold or reverse the decision of the arbitrator(s) on the preliminary issue.

6:5 – In the event of the Board of Appeal upholding the arbitrator(s) on a preliminary issue the Board of Appeal shall certify accordingly and shall notify the parties, the arbitrator(s) and the Association that the dispute is deemed to be one which is not subject to these Rules and accordingly that these Rules shall not apply thereto.

6:6 – In the event of the Board of Appeal reversing the decision of the arbitrator(s) on a preliminary issue, the Board of Appeal shall certify accordingly and shall notify the parties, the arbitrator(s) and the Association and shall order that the dispute be referred to arbitration afresh, whereupon:–

- (a) the dispute shall be deemed to be one arising out of a contract embodying these Rules.
- (b) the arbitrator(s) formerly appointed shall thereupon cease to act.
- (c) the Board of Appeal may in its absolute discretion extend the time limits in Rules 2 and 3.

Provided that:–

- (i) no arbitrator previously appointed under the provisions of Rule 3 to determine such dispute shall be re-appointed when the dispute is referred as aforesaid.
- (ii) no objection shall be taken under Rules 2 and 3 that time has expired if the requirements of Rules 2 and 3 were previously validly complied with and if the Board of Appeal has extended the time limits stipulated in Rules 2 and 3.

6:7 – The decision of the Board of Appeal on the preliminary issue shall be conclusive and binding upon the parties and upon any subsequent arbitrator(s) or Board of Appeal to whom the dispute may be referred under these Rules.

6:8 – The determination of the preliminary issue shall not preclude a subsequent appeal under these Rules as hereinafter provided, save that no member of the Board of Appeal which determined the preliminary issue shall be eligible to vote for or serve on a Board of Appeal which subsequently determines the appeal against the award of arbitration in the dispute.

6:9 – The Board of Appeal appointed to determine the preliminary issue shall, on the joint application of the parties, have power to hear the merits of the dispute and to make an award thereon in lieu of ordering the dispute to be remitted to arbitration under Rule 6:6, and such award shall be deemed in all respects to be an award of a Board of Appeal under these Rules.

6:10 – The Board of Appeal shall have absolute discretion to make such order by way of costs in respect of the preliminary issue as it deems just and equitable.

7. – AWARDS OF ARBITRATION

7:1 – All awards of arbitration shall be in writing on an official form issued by the Association and shall be signed by the sole arbitrator or by all members of the Tribunal. The arbitrator(s) shall have the power to award the costs of and connected with the reference, and may assess his/their fees. The Association's fees shall be those for the time being in force as prescribed by the Council.

7:2 – The award shall state the arbitrators' reasons therefor and whether any sum awarded carries interest thereon.

7:3 – The arbitrators shall, on the application of either party, before the arbitration award is made, have the power to extend the time for appealing in any case in which he/they consider(s) it just or necessary so to do. Any such extension must be stated in the award of arbitration.

7:4 – Upon the signing of an award of arbitration it shall be the duty of the arbitrator(s) to lodge it, with not less than two official copies, with the Association. The Association shall date the award and the copies, and shall either:–

- (a) issue the award to the party who claimed arbitration who shall, within a specified number of days, pay the fees and expenses, and send copies to the other party/parties,
- or,
- (b) give notice to the parties named in the award that the award is at their disposal upon payment of the fees and expenses to the Association.

7:5 – If the fees for the award are not paid in accordance with Rule 7:4 within 14 consecutive days after the date of the award, the Association may call upon any one of the parties named to take up the award and in such case the party so called upon shall pay the fees and expenses as directed.

7:6 – Awards of arbitration (subject to the right of appeal hereinafter mentioned) shall be conclusive and binding on the parties with respect both to the matter in dispute and to all expenses of and incidental to the reference and to the award.

7:7 – No award by arbitrator(s) shall be questioned or invalidated on the ground that the arbitrator(s) (or any of them) is/are not qualified or entitled to act as provided in Rule 3 unless objection to his/their acting is made before the hearing of such arbitration is begun.

8. – RIGHT OF APPEAL

8:1 – No appeal shall be allowed on awards for condition where the goods have been sold on terms “Guaranteed sound on arrival” and/or on “Rye terms”.

8:2 – If any party, except as provided in Rule 8:1, be dissatisfied with an arbitration award, a right of appeal shall lie to a Board of Appeal provided that the following conditions are complied with:—

- (a) The appellant shall give written notice of appeal to the Association accompanied by a copy of the notice which is required by Rule 8:2(c) to be sent by him to the other party to the arbitration award, and (subject to the provisions of Rule 14) shall make payment to the Association of the appeal fee stated on the arbitration award.
- (b) The appellant’s notice of appeal and (except in the event stated in Rule 14) the remittance in respect of the fee shall reach the Association not later than 12 noon on the 30th consecutive day after the date of the arbitration award, or on such later date as may be specified in the award pursuant to Rule 7:3.
- (c) The appellant, when giving notice of appeal, shall also despatch written notice thereof to the other party.
- (d) The total fees and expenses of the arbitration award shall be paid before the appeal is heard.
- (e) The appellant shall pay such further sum or sums on account of fees, costs and expenses as may be called for by the Association at any time after the lodging of the appeal and prior to the publication of the award by the Board of Appeal.

8:3 – In cases of appeals lodged by more than one party in relation to the same award any two of the Officers shall have the power to consolidate such appeals for hearing by the same Board of Appeal.

9. – BOARDS OF APPEAL

9:1 – Boards of Appeal shall be elected and constituted in accordance with the Rules and Regulations of the Association and each Board of Appeal shall, when so elected, appoint one of its members to be its Chairman.

9:2 – In the case of illness or death, or refusal, or incapacity, or inability to act, of any member elected to serve on a Board of Appeal, the next member of the Committee of Appeal duly appointed for this purpose, shall become a member of the Board of Appeal in his place. In the event of no substitute being available the remaining four members of the Board may, subject to the agreement of the parties, or of their duly authorised representatives exercise all the powers of the Board of Appeal.

10. – APPEAL PROCEDURE

10:1 – Each party to an appeal from an arbitration award shall state its case either orally and/or in writing and may either appear personally or be represented by an agent engaged or who has been engaged in the trade and duly appointed in writing but shall not be represented at the hearing of such appeal by a solicitor or barrister or other legally qualified advocate, wholly or principally engaged in private practice, unless special leave shall previously have been obtained in writing from the Board of Appeal, which leave the Board of Appeal may in its absolute discretion grant or refuse.

10:2 – An appeal involves a new hearing at which fresh evidence may be submitted, and the Board of Appeal may confirm, vary, amend or set-aside the award of the arbitrator(s). In particular, (but not by way of restriction) the Board of Appeal may:—

- (a) Vary an award by increasing or reducing, if the Board shall see fit, the liability of either party.
- (b) Correct any errors in the award or otherwise alter or amend it.
- (c) Award interest on any sum(s) awarded.
- (d) Award the payment of costs and expenses incidental to the hearing of the arbitration and the appeal; such costs and expenses shall normally follow the event.

10:3 – The Award of the Board of Appeal, whether confirming, varying, amending or setting aside the original award of arbitration, shall be signed by the Chairman of the Board of Appeal, and, when so signed, shall be deemed to be the Award of the Board of Appeal and shall be final, conclusive and binding.

10:4 – Where a party gives notice to a Board of Appeal pursuant to Section 1 (6) (a) of the Arbitration Act 1979 a reasoned award will be required with a view to a possible judicial review of the award as provided for in the Arbitration Act 1979, then, at the discretion of the Board of Appeal both parties may be represented at the hearing by Solicitor or Barrister or other legally qualified advocate.

10:5 – An award of arbitration shall be confirmed, unless the Board of Appeal decide by a majority to vary, amend or set it aside.

- 10:6 – (a) If the appellant, on receiving from the Board of Appeal notice of the date fixed for the hearing of the appeal, requests a postponement of more than 14 days, or at the first or any subsequent hearing of the appeal requests an adjournment, then in such event the Board of Appeal may in their absolute discretion direct that as a condition of granting an adjournment all or any part of the money required by the terms of the award of arbitration to be paid by either party to the other shall be deposited in such bank and in such currency (either in the United Kingdom or abroad) as the Board of Appeal may direct. Such money shall be held by such bank in an account in the name of the Association and otherwise on such terms as the Board of Appeal may direct. The Board of Appeal shall, where such money has been deposited, direct in their award how and to which of the parties the amount so held shall be paid out. Provided that, if in the opinion of the Board of Appeal after hearing the parties, the appellant shall be guilty of undue delay in proceeding with his appeal, he shall, after due warning and if the Board of Appeal so decides, be deemed to have withdrawn his appeal (with the consequences as stated in Rule 11) in which event the money on deposit (with interest if any, less any tax deductible) shall immediately become due and payable to the party and/or parties entitled thereto under the terms of the award of arbitration.
- (b) If the appellant fails to make such payment as aforesaid in accordance with the directions of the Board of Appeal, and within such time as the Board of Appeal stipulates, then (subject to the provisions of Rule 14) the appeal shall be deemed to be withdrawn.

10:7 – If the Board of Appeal shall determine that any of the conditions in Rules 8 - 14 have not been complied with, it may in its absolute discretion extend the time for compliance (notwithstanding that the time may already have expired) or dispense with the necessity for compliance and may proceed to hear and determine the appeal as if each and all of those conditions had been complied with. The determination by the Board of Appeal of any matter to which this paragraph applies shall be final, conclusive and binding.

10:8 – No award of a Board of Appeal or decision by a Board of Appeal on a preliminary issue, as defined in Rule 6, shall be questioned or invalidated on the ground of any irregularity in the election of the Board of Appeal or of any of its members, or on the ground that any member of the Board of Appeal was not eligible to serve, unless objection is made in writing and established to the satisfaction of the Board of Appeal before the hearing of the appeal or of the preliminary issue is begun.

11. – WITHDRAWALS OF APPEALS

11:1 – An appellant from an arbitration award shall have the right, at any time before an award is made, to withdraw his appeal and the Association shall forthwith notify all parties to the arbitration that the appeal has been withdrawn. On notice being received from the appellant within 10 consecutive days of the date on which the appeal has been duly lodged with the Association in accordance with Rule 8, half of the fees shall be returned, and on notice being received not later than 48 hours before the time fixed for the hearing a quarter of the fees shall be returned, but on any later withdrawal no part of the fees shall be returned.

11:2 – In the event of such withdrawal as aforesaid the other party to an award of arbitration shall have the right of appeal against that award to a Board of Appeal in accordance with the provisions of Rule 8, save that the time limit laid down in Rule 8:2(b) shall be 12 noon on the 30th consecutive day after the date of the Association's notice to that party of the aforesaid withdrawal.

12. – APPEALS ON STRING CONTRACTS

12:1 – In any case in which a string award shall have been made by arbitrator(s) as aforesaid and the first seller, or the last buyer, or any intermediate party bound thereby shall be dissatisfied therewith (whether the award shall be in his favour or against him), the first seller, the last buyer, and any intermediate party (as the case may be) or any of them shall be entitled to appeal against that award to a Board of Appeal, provided that each of the following provisions, in addition to the provisions of Rule 8, shall first have been complied with.

- (a) If the appellant is an intermediate party he shall state in such notice of appeal whether he is appealing as a buyer or a seller.
- (b) If the appellant is the first seller or the last buyer he shall, when giving notice of appeal, also despatch written notice thereof to the party in immediate contractual relationship with him.
- (c) If the appellant is an intermediate party and is appealing as a buyer or a seller he shall when giving notice of appeal also despatch written notice thereof to his own immediate seller or buyer, as the case may be.
- (d) Every notice given to an intermediate party by a first seller, a last buyer or by another intermediate party in accordance with the provisions of paragraph 12:1 hereof shall be passed on with due despatch, and such passing on shall, as between the intermediate party passing the same on and the party to whom the same is passed on, be deemed to be in compliance with the said conditions relating to appeals.

12:2 – All appeals to which this Rule applies shall be held in the like manner in which the corresponding arbitrations are required by Rule 5 to be held. Any award made by a Board of Appeal shall in all respects have the like effect and shall be enforceable in the like manner as is provided in that Rule in the case of awards made in the corresponding arbitration, and non-compliance with any provisions of Rule 12:1(d) shall in no way limit or affect the rights and jurisdiction of the Board of Appeal.

13. – TAKING UP APPEAL AWARDS

13:1 – The Association may call upon either of the disputing parties to take up the award of the Board of Appeal and in such case the party so called upon shall take up the award and pay the fees, costs and expenses.

14. – CURRENCY REGULATIONS

14:1 – If an appellant is precluded by currency regulations from paying immediately any money due to be paid by him under Rule 8 and notifies the Association in writing, (a) in the case of payment of the appeal fee when giving notice of appeal and (b) in the case of any further sum being called for under Rule 8:2(e) or being directed to be paid under Rule 10:6, within 9 consecutive days of the money being demanded accompanied in every case by evidence from a bank that he has already made application for the transfer of the required sum, he shall be entitled to an extension of up to 35 consecutive days from the date when the said payment became due in which to pay such sum.

15. – DEFAULTERS

15:1 – In the event of any party to an arbitration or an appeal held under these Rules neglecting or refusing to carry out or abide by a final award of the arbitrator(s) or Board of Appeal made under these Rules, the Council of the Association may post on the Association's Notice Board and/or circularise to Members in any way thought fit notification to that effect. The parties to any such arbitration or appeal shall be deemed to have consented to the Council taking such action as aforesaid.

15:2 – In the event that Parties do not pay the arbitration or appeal fees and expenses when called upon to do so by the Association in accordance with these Rules, the Council may post on the Association's Notice Board and/or circularise to Members in any way thought fit notification to that effect. The Parties to any such arbitration or appeal shall be deemed to have consented to the Council taking such action as aforesaid.

16. – NOTICES

16:1 – All notices to be given under these Rules shall be given by letter, telex, telegram or by other method of rapid written communication (excluding facsimile) and shall be deemed to be properly given if proved to have been despatched within the required time limits.

A notice to the Brokers or Agents named in the contract shall be deemed a notice under these Rules.

So far as concerns such notices, this Rule overrides, in relation to them, any provisions as to notices that may be contained in the contract.

16:2 – Except at a hearing, all Notice, Proceedings and Documents to be served on Members of a Board of Appeal shall be given by the means of Rule 16:1 to the Secretary of the Association at the Association's Offices and when so given shall be deemed to be properly served. For the purposes of any time limits receipt of such notices by the Association shall be deemed to be the date of receipt by the Board of Appeal.

17. – DISCRETION TO EXTEND TIME LIMITS

17:1 – Whenever it shall appear to the Council that by reason of a state of war, war-like operation, strike, lockout, riot or civil commotion, parties to contracts which have been or may hereafter be made incorporating these Rules, have been or may be prevented from exercising any of their rights within the time limits prescribed by these Rules, the Council shall have, and shall be deemed always to have had, the power to extend any of such time limits at any time and from time to time and to any extent necessary to enable justice to be done between the parties. Such extension may be made generally or with reference to any particular dispute.

In the event of the Council deciding so to extend any such time limits with reference to any particular dispute, notice thereof shall be given by the Council to such of the parties to the contract as may be available.

18. – SAMPLES

18:1 – All samples sent to the Association for arbitration, testing and/or other purposes shall become and be the absolute property of the Association.

附录G

G1 即期汇票,即“见票即付的汇票”。持票人向付款人提示,要求付款,付款人见票后立即付款的汇票。凡未注明到期日的汇票即为即期汇票,特点是无须承兑。

Sight Draft
G.1

<u>(Amount)</u>	New York, N.Y. AT SIGHT	<u>(Date)</u>
_____		Pay To
The Order Of _____	(Name of Payee)	_____
<u>(Amount)</u>	_____	Dollars
DRAWN UNDER: (Name of Buyer's Bank) (Number of Letter of Credit)		

(Confirming U.S. Bank)		
Value Received And Charge The Same To The Account Of		
To: _____	_____	_____
(Name of Buyer's Bank)		
No. C-43206	_____	_____
_____		(Name of Company)
		(Seller's Signature)

		Authorized Signature

G2 某公司的商业发票。是一种以书面简结一项出售货物交易的文件。批发商发票一般都标明出售货物清单,规格,数量,价格,包装费,运输工具,交货条件及付款条件。发票一般均被认为是要求付款的单据,如付款在先,则仅作为某一特定交易的记录。

XYZ COMPANY
1234 Fifth Street
New York, New York 00000

535096
 TO.

INVOICE
 NO. 080-S9-00322

DATE:

VESSEL: "NAME" FROM: FOB PORT "NAME"
 FILE NO.: TO: DESTINATION PORT "NAME"
 B/L DATE: JULY 1, 1988 FREIGHT: COLLECT
 OUR CT.: V 022289 BASIS: FOB VESSEL
 STOWED AND TRIMMED
 YOUR CT.: ARAN-MZ-003/88 B/L WEIGHT FINAL

QUANTITY	DESCRIPTION	AMOUNT
COVERING SHIPMENT OF: 22,000 M.T. MAXIMUM OF MAIZ AMARILLO U.S. NO. 2 O MEJOR DE ACUERDO A LAS NORMAS EN VIGOR PARA LA TIPIFICACION DE GRANOS DEL PARAMETRO DE AGRICULTURA DE U.S.A. (U.S.D.A.)		
SHIPPED: 44,555,970	LBS. 20,210.455	MTS
----- U.S. NO. 2 OR BETTER YELLOW CORN		
AT US \$94.97 PER METRIC TON FOB ANY AMERICAN PORT IN THE GULF		
GSM REGISTRATION NO. GSM-102-59969		
DECLARAMOS BAJO PROTESTA DE DECIR VERDAD QUE SON CIERTOS LOS DATOS DE VALORES Y SPECIFICACION DE LAS MERCANCIAS AMPARADA POR ESTA FACTURA Y QUE LA MERCADEIRA QUE EMBARCADA DE ACUERDO CON EL CONTRACTO ARAN-MZ-003/88		
SELLER'S SIGNATURE		
----- AUTHORIZED SIGNATURE		
DRAWN UNDER: (BANK'S NAME)		
IRREVOCABLE L/C NO.		

THESE COMMODITIES LICENSED BY THE UNITED STATES FOR ULTIMATE DESTINATION MEXICO AND FOR RESALE TO ANY DESTINATION EXCEPT NORTH KOREA, VIETNAM, CAMBODIA, NICARAGUA OR CUBA, UNLESS OTHERWISE AUTHORIZED BY THE UNITED STATES. DIVERSION CONTRARY TO U S

巴尔的摩格式C
泊位法定谷物提单(B/L)

是运输企业所发的收到承运货物的收据;也是装货人与承运公司所订的运输契约;也是持单人在目的地请求运输部门交货的凭证。本提单上注有运输谷物中双方应遵守的各种条款。

BALTIMORE FORM C
BERTH TERM GRAIN BILL OF LADING

Bill of Lading
G.3

SHIPPED, in apparent good order and condition, by

on board the good steamship or motor vessel, called the

now lying in the Port of

and bound for

viz:

Being marked and numbered as herein, and to be delivered in like good order and condition at the aforesaid Port of

(the dangers of the Seas only excepted), unto

or to his or their Assigns, he or they paying freight for the said goods at the rate of

QUANTITY, DESCRIPTION AND STOWAGE

1. This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such term shall be void to that extent but no further.

2. Each Bill of Lading covering the hold or holds enumerated herein to bear its proportion of shortage and/or damage if any incurred.

3. Shipper's weight, quantity and quality unknown.

4. It is also mutually agreed that the Carrier shall not be liable for loss or damage occasioned by causes beyond his control, by the perils of the seas or other waters, by fire from any cause wheresoever occurring, by barratry of the master or crew, by enemies, pirates or robbers, by arrests and restraint of Princes, rulers or people, by explosion, bursting of boilers, breakage of shafts or any latent defect in hull, machinery or appurtenance, by collisions, stranding or other accidents of navigation of whatsoever kind (even when occasioned by the negligence, default or error in judgment, of the pilot, master, mariners, or other servants of the ship owner, not resulting, however, in any case, from want of due diligence by the owners of the ship or any of them, or by the Ship's Husband or Manager).

5. General Average shall be payable according to the York/Antwerp Rules, 1950. Average Bond with values declared therein to be signed, also sufficient security to be given as required by Master or Agents. If the owner shall have exercised due diligence to make the Steamer in all respects seaworthy and to have her properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster, resulting from faults or errors in navigation, or in the management of the steamer, or from any latent defect in the steamer, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent defect or the unseaworthiness was not discoverable by the exercise of due diligence), the consignees or owners of the cargo shall, nevertheless pay salvage, and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred for the common benefit, or to relieve the adventure from any common peril, all with the same force and effect, and to the same extent, as if such danger, damage or disaster had not resulted from, or been occasioned by faults or errors in navigation or in the management of the vessel, or any latent defect or unseaworthiness.

In Witness Whereof, the Master or Agent of said vessel hath affirmed to
and date; one of which being accomplished, the others to stand void.

Bills of Lading, all of this tenor

(See over)

Dated at

MASTER

Set No.

G.3

6. **New Jason Clause:** Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:—"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods.

"If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery."

7. **New Bother to Blame Collision Clause:** If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represent loss of, or damage to, or any claim whatsoever of the owners of the said goods, paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier. The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.

8. If discharged in the United Kingdom cargo to be received at destination at the average rate of 1000 tons per weather working day, Sundays and Holidays excepted, for Cereals, and at the average rate of 750 tons per weather working day, Sundays and Holidays excepted, for Flour, but receivers of the cargo are in no case obliged to take delivery at night without their consent. Time counting from notice of readiness whether in berth or not.

If vessel discharges on the Continent, conditions as per charter party or addendum, if any, to apply.

9. Charterers to have the liberty of ordering vessel to discharge at a second wharf or berth if required, cost of shifting including bunker coal used to be for charterers account and time occupied in shifting to count.

10. All terms, conditions and provisions of the Strike, Lighterage Clause No. 26 and Arbitration Clause of the 'Centrocon' charter-party to apply.

11. Vessel to have the privilege of coaling en route for this and subsequent voyage.

WAR RISKS CLAUSE


1. "No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, the owner shall discharge the cargo at any other port covered by this Charter Party as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the ship had discharged at the port or ports of discharge to which she was originally ordered.

2. "The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or by any Government or any department thereof, or any person acting or purporting to act with the authority of such Government or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the ship the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfillment of the contract voyage and the freight shall be payable accordingly."

P and I BUNKERING CLAUSE

"The vessel in addition to all other liberties shall have liberty as part of the contract voyage and at any stage thereof to proceed to any port or ports whatsoever whether such ports are on or off the direct and/or customary route or routes to the ports of loading or discharge named in the Charter and there take oil bunkers in any quantity in the discretion of owners even to the full capacity of fuel tanks, deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage."

美国农业部联邦谷物检验局签发的
官方出口谷物检验证书

FORM FGIS-909 (11-84)		EXPORT	
 <p>(Replaces Form FGIS-909 (10-83) which may be used until exhausted)</p>		UNITED STATES DEPARTMENT OF AGRICULTURE FEDERAL GRAIN INSPECTION SERVICE U.S. GRAIN STANDARDS ACT OFFICIAL EXPORT GRAIN INSPECTION CERTIFICATE	
Please refer to this certificate by its number, including the lettered prefix, if any, and date.		(ISSUED AT)	(DATE OF SERVICE)
I certify that I am licensed or authorized under the United States Grain Standards Act (7 U.S.C. 71 <i>et seq.</i>), to inspect the kind of grain covered by this certificate and that on the above date the following identified grain was inspected under the Act, with the following results:			
<input checked="" type="checkbox"/> ORIGINAL INSPECTION	<input type="checkbox"/> REINSPECTION	<input type="checkbox"/> APPEAL INSPECTION	<input type="checkbox"/> BOARD APPEAL INSPECTION
QUANTITY (This Is Not A Weight Certificate)			
pounds			
LOCATION	XYZ Grain Houston, Texas	IDENTIFICATION OF CARRIER	
GRADE AND KIND (In accordance with the Official Grain Standards of the United States)			
U.S. No. 2 or better Yellow Corn			
Test weight per bushel 56.5 lbs., Moisture 14.2%, Broken corn and foreign material 2.8%, Damaged kernels (Total) 4.3%, Heat-damaged kernels 0.0%			
STOWAGE			
Holds No. 1,2,3,4,5,6			
REMARKS			
APPEAL NO. (If applicable)	APPLICANT	NAME AND SIGNATURE	
	XYZ Grain		
This certificate is issued under the authority of the United States Grain Standards Act, as amended (7 U.S.C. 71 <i>et seq.</i>), and the regulations thereunder (7 CFR 800.0 <i>et seq.</i>). It is issued to show the kind, class, grade, quality, condition, or quantity of grain or the condition of a carrier or container for the storage or transportation of grain, or other facts relating to grain as determined by official personnel. The statements on the certificate are considered true at the time and place the inspection or the weighing service was performed. The certificate shall not be considered representative of the lot if the grain is transhipped or is otherwise transferred from the identified carrier or container or if grain or other material is added to or removed from the total lot. If this certificate is not canceled by a superseding certificate, it is receivable by all officers and all courts of the United States as prima facie evidence of the truth of the facts stated therein. This certificate does not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act, or other Federal law.			
WARNING: Any person who shall knowingly falsify, make, issue, alter, forge, or counterfeit this certificate, or participate in any such actions, or otherwise violate provisions in the U.S. Grain Standards Act, the U.S. Warehouse Act, or related Federal laws, is subject to criminal, civil, and administrative penalties.			
The conduct of all services and the licensing of (inspecting/grading/sampling) personnel under the regulations governing such services shall be accomplished without discrimination as to race, color, religion, sex, or national origin.			
EXPORT		EXPORT	

COPY
NOT NEGOTIABLE
us- 05230

SAMPLE

Weight Certificate
G.5

美国农业部联邦谷物检验局签发的
法定谷物重量检验证书

FGIS-960 (1-86)
(Prev. edition may be used)

UNITED STATES DEPARTMENT OF AGRICULTURE
FEDERAL GRAIN INSPECTION SERVICE

U.S. GRAIN STANDARDS ACT
OFFICIAL GRAIN WEIGHT CERTIFICATE

COPY
NOT NEGOTIABLE



Please refer to this certificate by its number,
including the lettered prefix, if any, and date.

(ISSUED AT)

(DATE OF SERVICE)

I certify that I am licensed or authorized under the United States Grain Standards Act (7 U.S.C. 71 et seq.) to weigh the kind of grain covered by this certificate and that on the above date the following identified grain was weighed under the Act, with the following results:

IDENTIFICATION OF CARRIER (license no., carrier no., etc.)

M/V LOGO

REMARKS

Holds No. 1,2,3,4,5,6

LOCATION OF GRAIN

XYZ Grain, Houston, Texas

<input type="checkbox"/> IN	1	<input type="checkbox"/> OUT	2	<input type="checkbox"/> LOCAL	3	<input checked="" type="checkbox"/> EXPORT	4
<input type="checkbox"/> BOXCAR	1	<input type="checkbox"/> TRUCK	4	<input type="checkbox"/> BARGE	7		
<input type="checkbox"/> HOPPER CAR	2	<input type="checkbox"/> SACKED	5	<input type="checkbox"/> SEA VAN	8		
<input type="checkbox"/> UNIT TRAIN	3	<input type="checkbox"/> Other (specify in remarks)	6	<input checked="" type="checkbox"/> VESSEL	9		

(X) KIND OF GRAIN		24 HOUR TIME (military time)	
X CORN	1	Started 1944	Finished 0500
SOYBEANS	2	9/28/89	9/30/89

WHEAT	3	GROSS			
SORGHUM	4				
BARLEY	5				
FLAXSEED	6	TARE			
MIXED	7				
OATS	8				
RYE	9	NET WEIGHT (pounds)			
TRITICALE	10	5 3 7 6 0 4 1 0 - - -			
	11				

See Attached.

This certificate is issued under the authority of the United States Grain Standards Act, as amended (7 U.S.C. 71 et seq.), and the regulations thereunder (7 CFR 800.0 et seq.). It is issued to show the kind, class, grade, quality, condition, or quantity of grain; or the condition of a carrier or container for the storage or transportation of grain; or other facts relating to grain as determined by official personnel. The statements on the certificate are considered true at the time and place the inspection or the weighing service was performed. The certificate shall not be considered representative of the lot if the grain is trans- shipped or is otherwise transferred from the identified carrier or container or if grain or other material is added to or removed from the total lot. If this certificate is not canceled by a superseding certificate, it is receivable by all officers and all courts of the United States as prima facie evidence of the truth of the facts stated therein. This certificate does not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act, or other Federal law.

WARNING: Any person who shall knowingly falsely make, issue, alter, forge, or counterfeit this certificate, or participate in any such actions, or otherwise violate provisions in the U.S. Grain Standards Act, the U.S. Warehouse Act, or related Federal laws, is subject to criminal, civil, and administrative penalties.

The conduct of all services and the licensing of personnel under the regulations governing such services shall be accomplished without discrimination as to race, color, religion, sex, or national origin.

NAME OR SIGNATURE

美国农业部动植物健康检验局签发的
植物卫生证书

Phytosanitary Certificate
FORM APPROVED
OMB NO. 0579-0052 G.

No phytosanitary certificate can be issued until an application is completed (7 CFR 353).

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

FOR OFFICIAL USE ONLY

PHYTOSANITARY CERTIFICATE

TO: THE PLANT PROTECTION ORGANIZATION(S) OF:

Place:

Date
& No.:

Date Inspected:

This is to certify that the plants or plant products described below have been inspected according to appropriate procedures and are considered to be free from quarantine pests, and practically free from other injurious pests; and that they are considered to conform with the current phytosanitary regulations of the importing country.

DISINFESTATION AND/OR DISINFECTION TREATMENT

Date: _____ Treatment: _____

Chemical (active ingredient): _____ Duration and Temperature: _____

Concentration: _____ Additional Information: _____

DESCRIPTION OF THE CONSIGNMENT

Name and address of the exporter: _____

Declared name and address of the consignee: _____

Name of produce and quantity declared: _____

Botanical name of plants: _____

Number and description of packages: _____

Distinguishing marks: _____

Place of origin: _____

Declared means of conveyance: _____ Declared point of entry: _____

ADDITIONAL DECLARATION



Name of Authorized Officer

(Signature)

No liability shall attach to the United States Department of Agriculture or to any officer or representative of the Department with respect to this certificate.

Certificate of Origin
G.7

原产地证书
(证明谷物产自美国的证书)

CERTIFICATE OF ORIGIN

The undersigned
(Owner or Agent, or &c)
for declares
(Name and Address of Shipper)
that the following mentioned goods shipped on S/S
(Name of Ship)
on the date of consigned to
..... are the product of the United States of America.

MARKS AND NUMBERS	NO. OF PKGS., BOXES OR CASES	WEIGHT IN KILOS		DESCRIPTION
		GROSS	NET	
SAMPLE				

Sworn to before me
Dated at on the day of 19
this day of 19
.....
(Signature of Owner or Agent)

The, a recognized Chamber of Commerce under the laws of the State of, has examined the manufacturer's invoice or shipper's affidavit concerning the origin of the merchandise and, according to the best of its knowledge and belief, finds that the products named originated in the United States of North America.

Secretary

G8 卸货证书
进口国收到美国出口的谷物后签发的证书

Certificate of Entry and Domestic Utilization

This is to certify that U.S. number 2 yellow corn exported from the United States of America under the GSM-102 program has entered “name of importer’s country” for local consumption as follows:

Exporter: XYZ Grain Company
Vessel Name: “NAME”
Quantity: “XX,XXX MT”
GSM registration number: GSM-000-00
Port of discharge: Name of port
Discharge completion date: October 23, 19XX

Hereby certified by “name of certifying agency”:

SIGNATURE



定期租船合同。纽约物产交易所表格
该定期租船合同表格于1921年10月20日,1931年8月6日,1946年10月3日,1981年6月12日经过4次修正。共38条款。

TIME CHARTER

New York Produce Exchange Form

November 6th, 1913 — Amended October 20th, 1921; August 6th, 1931; October 3rd, 1946; June 12th, 1981

	THIS CHARTER PARTY, made and concluded in	1
	..... day of 19	2
Owners	between	3
	..... Owners of	4
	the good Steamship	5
Description of Vessel	of of tons gross register, and	6
	..... tons net register, having engines of	7
	horsepower and with hull, machinery and equipment in a thoroughly efficient	8
	state, and classed	9
	..... cubic feet grain/bale capacity	10
	....., and about	11
	..... long/metric tons deadweight capacity (cargo and	12
	bunkers, including fresh water and stores not exceeding	13
	long/metric tons) on a salt water draft of	14
	freeboard, inclusive of permanent bunkers, which are of the capacity of about	15
	..... long/metric tons of	16
	..... fuel oil and	17
	long/metric tons of	18
	capable of steaming, fully laden, under good weather conditions about	19
	..... knots on a consumption of about	20
	long/metric tons of	21
	.....	22
	now	23
	..... and	24
Charterers	.....	25
	..... Charterers of the City of	26
	The Owners agree to let and the Charterers agree to hire the vessel from the	27
Duration	time of delivery for about	28
	.....	29
	..... within below mentioned trading limits.	30
Sublet	Charterers shall have liberty to sublet the vessel for all or any part of the	31
	time covered by this Charter, but Charterers shall remain responsible for the	32
	fulfillment of this Charter.	33
Delivery	Vessel shall be placed at the disposal of the Charterers	34
	.....	35
	.....	36
	.....	37
	in such dock or at such berth or place (where she may safely lie, always afloat,	38
	at all times of tide, except as otherwise provided in Clause 6) as the Charterers	39
	may direct. If such dock, berth or place be not available, time shall count as	40
	provided in Clause 5. Vessel on her delivery shall be ready to receive cargo with	41
	clean-swept holds and tight, staunch, strong and in every way fitted for ordi-	42
	nary cargo service, having water ballast and with sufficient power to operate all	43
	cargo-handling gear simultaneously (and with full complement of officers and	44
	crew for a vessel of her tonnage), to be employed in carrying lawful merchan-	45
Dangerous Cargo	dise excluding any goods of a dangerous, injurious, flammable or corrosive	46
	nature unless carried in accordance with the requirements or recom-	47
	mendations of the proper authorities of the state of the vessel's registry and of	48
	the states of ports of shipment and discharge and of any intermediate states or	49
	ports through whose waters the vessel must pass. Without prejudice to the	50
Cargo Exclusions	generality of the foregoing, in addition the following are specifically excluded:	51
	livestock of any description, arms, ammunition, explosives	52
	.....	53
	.....	54
	.....	55
	.....	56
Trading Limits	The vessel shall be employed in such lawful trades between safe ports and	57
	places within	58
	..... excluding	59
	.....	60
	.....	61
	.....	62
	as the Charterers or their agents shall direct, on the following conditions:	63
Owners to Provide	1. The Owners shall provide and pay for the insurance of the vessel and	64
	for all provisions, cabin, deck, engine-room and other necessary stores, in-	65
	cluding boiler water; shall pay for wages, consular shipping and discharging	66
	fees of the crew and charges for port services pertaining to the crew; shall	67
	maintain vessel's class and keep her in a thoroughly efficient state in hull,	68

	machinery and equipment for and during the service.	69		
Charterers to Provide	2. The Charterers, while the vessel is on hire, shall provide and pay for all the fuel except as otherwise agreed, port charges, pilotages, towages, agencies, commissions, consular charges (except those pertaining to individual crew members or flag of the vessel), and all other usual expenses except those stated in Clause 1, but when the vessel puts into a port for causes for which vessel is responsible, then all such charges incurred shall be paid by the Owners. Fumigations ordered because of illness of the crew shall be for Owners' account. Fumigations ordered because of cargoes carried or ports visited while vessel is employed under this Charter shall be for Charterers' account. All other fumigations shall be for Charterers' account after vessel has been on charter for a continuous period of six months or more.	70 71 72 73 74 75 76 77 78 79 80		
	Charterers shall provide necessary dunnage and shifting boards, also any extra fittings requisite for a special trade or unusual cargo, but Owners shall allow them the use of any dunnage and shifting boards already aboard vessel.	81 82 83 84		
	Bunkers on Delivery and Redelivery	3. The Charterers on delivery, and the Owners on redelivery, shall take over and pay for all fuel and diesel oil remaining on board the vessel as hereunder. The vessel shall be delivered with:	85 86 87	
		long/metric* tons of fuel oil at the price of per ton;	88	
	 tons of diesel oil at the price of	89	
		per ton. The vessel shall be redelivered with:	90	
		tons of fuel oil at the price of per ton;	91	
	 tons of diesel oil at the price of per ton	92	
		93	
		94	
	(*Same tons apply throughout this clause)	95		
Rate of Hire	4. The Charterers shall pay for the use and hire of the said vessel at the rate of	96 97		
	..... United States Currency	98	
	per ton on vessel's total deadweight carrying capacity, including bunkers and stores, on	99		
	summer freeboard, per calendar month, commencing on and from the day of her delivery, as aforesaid, and at and after the same rate for any part of a month; hire shall continue until the hour of the day of her redelivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless vessel lost) at	100 101 102 103		
	.....	104	
	..... unless otherwise mutually agreed.	105 106	
	Charterers shall give Owners not less than	107		
	of vessel's expected date of redelivery and probable port	108 109		
	.....	110	
	Redelivery Areas and Notices	5. Payment of hire shall be made so as to be received by Owners or their designated payee in New York, i.e.	111 112	
.....		113		
..... in United States Currency, in funds available to the Owners on the due date, semi-monthly in advance, and for the last half month or part of same the approximate amount of hire, and should same not cover the actual time, hire shall be paid for the balance day by day as it becomes due, if so required by Owners. Failing the punctual and regular payment of the hire, or on any breach of this Charter, the Owners shall be at liberty to withdraw the vessel from the service of the Charterers without prejudice to any claims they (the Owners) may otherwise have on the Charterers.		114 115 116 117 118 119 120 121 122		
Time shall count from 7 A.M. on the working day following that on which written notice of readiness has been given to Charterers or their agents before 4 P.M., but if required by Charterers, they shall have the privilege of using vessel at once, in which case the vessel will be on hire from the commencement of work.		123 124 125 126 127		
Cash Advances		Cash for vessel's ordinary disbursements at any port may be advanced, as required by the Captain, by the Charterers or their agents, subject to 2½ percent commission and such advances shall be deducted from the hire. The Charterers, however, shall in no way be responsible for the application of such advances.	128 129 130 131 132	
		Berths	6. Vessel shall be loaded and discharged in any dock or at any berth or place that Charterers or their agents may direct, provided the vessel can safely lie always afloat at any time of tide, except at such places where it is customary for similar size vessels to safely lie aground.	133 134 135 136
			Spaces Available	7. The whole reach of the vessel's holds, decks, and usual places of loading (not more than she can reasonably and safely stow and carry), also accommodations for supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient space for ship's officers, crew, tackle, apparel, furniture, provisions, stores and fuel.	137 138 139 140 141
Prosecution of Voyages		8. The Captain shall prosecute his voyages with due despatch, and shall render all customary assistance with ship's crew and boats. The Captain (although appointed by the Owners) shall be under the orders and directions of the Charterers as regards employment and agency; and Charterers are to perform all cargo handling at their expense under the supervision of the		142 143 144 145 146

S.S./M.S.	Charter Dated	
	Captain, who is to sign the bills of lading for cargo as presented in conformity with mate's or tally clerk's receipts. However, at Charterers' option, the Charterers or their agents may sign bills of lading on behalf of the Captain always in conformity with mate's or tally clerk's receipts. All bills of lading shall be without prejudice to this Charter and the Charterers shall indemnify the Owners against all consequences or liabilities which may arise from any inconsistency between this Charter and any bills of lading or waybills signed by the Charterers or their agents or by the Captain at their request.	147 148 149 150 151 152 153 154
Bills of Lading		
Conduct of Captain	9. If the Charterers shall have reason to be dissatisfied with the conduct of the Captain or officers, the Owners shall, on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments.	155 156 157 158
Supercargo and Meals	10. The Charterers are entitled to appoint a supercargo, who shall accompany the vessel and see that voyages are prosecuted with due despatch. He is to be furnished with free accommodation and same fare as provided for Captain's table, Charterers paying at the rate of per day. Owners shall victual pilots and customs officers, and also, when authorized by Charterers or their agents, shall victual tally clerks, stevedore's foreman, etc., Charterers paying at the rate of per meal for all such victualing.	159 160 161 162 163 164 165 166
Sailing Orders and Logs	11. The Charterers shall furnish the Captain from time to time with all requisite instructions and sailing directions, in writing, and the Captain shall keep full and correct deck and engine logs of the voyage or voyages, which are to be patent to the Charterers or their agents, and furnish the Charterers, their agents or supercargo, when required, with a true copy of such deck and engine logs, showing the course of the vessel, distance run and the consumption of fuel.	167 168 169 170 171 172 173
Ventilation	12. The Captain shall use diligence in caring for the ventilation of the cargo.	174 175
Continuation	13. The Charterers shall have the option of continuing this Charter for a further period of	176 177 178
Laydays/ Cancellling	14. If required by Charterers, time shall not commence before and should vessel not have given written notice of readiness on or before but not later than 4 P.M. Charterers or their agents shall have the option of cancelling this Charter at any time not later than the day of vessel's readiness.	179 180 181 182 183
Off Hire	15. In the event of the loss of time from deficiency and/or default of officers or crew or deficiency of stores, fire, breakdown of, or damages to, hull, machinery or equipment, grounding, detention by average accidents to ship or cargo unless resulting from inherent vice, quality or defect of the cargo, drydocking for the purpose of examination or painting bottom, or by any other similar cause preventing the full working of the vessel, the payment of hire and overtime, if any, shall cease for the time thereby lost. Should the vessel deviate or put back during a voyage, contrary to the orders or directions of the Charterers, for any reason other than accident to the cargo, the hire is to be suspended from the time of her deviating or putting back until she is again in the same or equidistant position from the destination and the voyage resumed therefrom. All fuel used by the vessel while off hire shall be for Owners' account. In the event of the vessel being driven into port or to anchorage through stress of weather, trading to shallow harbors or to rivers or ports with bars, any detention of the vessel and/or expenses resulting from such detention shall be for the Charterers' account. If upon the voyage the speed be reduced by defect in, or breakdown of, any part of her hull, machinery or equipment, the time so lost, and the cost of any extra fuel consumed in consequence thereof, and all extra expenses shall be deducted from the hire.	184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202
Total Loss	16. Should the vessel be lost, money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the Charterers at once.	203 204 205
Exceptions	The act of God, enemies, fire, restraint of princes, rulers and people, and all dangers and accidents of the seas, rivers, machinery, boilers and steam navigation, and errors of navigation throughout this Charter, always mutually excepted.	206 207 208 209
Liberties	The vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life and property.	210 211 212
Arbitration	17. Should any dispute arise between Owners and the Charterers, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision, or that of any two of them, shall be final and for the purpose of enforcing any award this agreement may be made a rule of the Court. The arbitrators shall be commercial men conversant with shipping matters.	213 214 215 216 217 218
Liens	18. The Owners shall have a lien upon all cargoes and all sub-freights for any amounts due under this Charter, including general average contributions, and the Charterers shall have a lien on the ship for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once.	219 220 221 222

	Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the vessel.	223 224 225
Salvage	19. All derelicts and salvage shall be for Owners' and Charterers' equal benefit after deducting Owners' and Charterers' expenses and crew's proportion.	226 227 228
General Average	General average shall be adjusted, according to York-Antwerp Rules 1974, at such port or place in the United States as may be selected by the Owners and as to matters not provided for by these Rules, according to the laws and usage at the port of New York. In such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the Owners, must be furnished before delivery of the goods. Such cash deposit as the Owners or their agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Owners before delivery. Such deposit shall, at the option of the Owners, be payable in United States money and remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any, shall be paid in United States money.	229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247
York-Antwerp Rules	Charterers shall procure that all bills of lading issued during the currency of the Charter will contain a provision to the effect that general average shall be adjusted according to York-Antwerp Rules 1974 and will include the "New Jason Clause" as per Clause 23.	248 249 250 251
Drydocking	20. The vessel was last drydocked The Owners shall have the option to place the vessel in drydock during the currency of this Charter at a convenient time and place, to be mutually agreed upon between Owners and Charterers, for bottom cleaning and painting and/or repair as required by class or dictated by circumstances. Payment of hire shall be suspended upon deviation from Charterers' service until vessel is again placed at Charterers' disposal at a point not less favorable to Charterers than when the hire was suspended.	252 253 254 255 256 257 258 259 260
Cargo Gear	21. Owners shall maintain the cargo-handling gear of the ship which is as follows: providing gear (for all derricks or cranes) capable of lifting capacity as described. Owners shall also provide on the vessel for night work lights as on board, but all additional lights over those on board shall be at Charterers' expense. The Charterers shall have the use of any gear on board the vessel. If required by Charterers, the vessel shall work night and day and all cargo-handling gear shall be at Charterers' disposal during loading and discharging. In the event of disabled cargo-handling gear, or insufficient power to operate the same, the vessel is to be considered to be off hire to the extent that time is actually lost to the Charterers and Owners to pay stevedore stand-by charges occasioned thereby. If required by the Charterers, the Owners are to bear the cost of hiring shore gear in lieu thereof.	261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276
Stevedore Stand-by		
Crew Overtime	22. In lieu of any overtime payments to officers and crew for work ordered by Charterers or their agents, Charterers shall pay Owners \$ per month or pro rata.	277 278 279
Clauses Paramount	23. The following clause is to be included in all bills of lading issued hereunder: This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, the Hague Rules, or the Hague-Visby Rules, as applicable, or such other similar national legislation as may mandatorily apply by virtue of origin or destination of the bills of lading, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said applicable Act. If any term of this bill of lading be repugnant to said applicable Act to any extent, such term shall be void to that extent, but no further. This Charter is subject to the following clauses all of which are to be included in all bills of lading issued hereunder:	280 281 282 283 284 285 286 287 288 289 290 291 292
New Both-to-Blame Collision Clause	If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off,	293 294 295 296 297 298 299 300

S.S./M.S.	Charter Dated	
		recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier. 301 302
		The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact. 303 304
New Jason Clause		In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether the carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. 305 306 307 308 309 310 311 312 313
		If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery. 314 315 316 317 318 319
War Clauses		(a) No contraband of war shall be shipped. Vessel shall not be required, without the consent of Owners, which shall not be unreasonably withheld, to enter any port or zone which is involved in a state of war, warlike operations, or hostilities, civil strife, insurrection or piracy whether there be a declaration of war or not, where vessel, cargo or crew might reasonably be expected to be subject to capture, seizure or arrest, or to a hostile act by a belligerent power (the term "power" meaning any de jure or de facto authority or any purported governmental organization maintaining naval, military or air forces). 320 321 322 323 324 325 326 327 328
		(b) If such consent is given by Owners, Charterers will pay the provable additional cost of insuring vessel against hull war risks in an amount equal to the value under her ordinary hull policy but not exceeding a valuation of In addition, Owners may purchase and Charterers will pay for war risk insurance on ancillary risks such as loss of hire, freight disbursements, total loss, blocking and trapping, etc. If such insurance is not obtainable commercially or through a government program, vessel shall not be required to enter or remain at any such port or zone. 329 330 331 332 333 334 335 336
		(c) In the event of the existence of the conditions described in (a) subsequent to the date of this Charter, or while vessel is on hire under this Charter, Charterers shall, in respect of voyages to any such port or zone assume the provable additional cost of wages and insurance properly incurred in connection with master, officers and crew as a consequence of such war, warlike operations or hostilities. 337 338 339 340 341 342
Ice		24. The vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights or lightships have been or are about to be withdrawn by reason of ice, nor where there is risk that in the ordinary course of things the vessel will not be able on account of ice to safely enter and remain in the port or area or to get out after having completed loading or discharging. 343 344 345 346 347 348
Navigation		25. Nothing herein stated is to be construed as a demise of the vessel to the Time Charterers. The Owners shall remain responsible for the navigation of the vessel, acts of pilots and tug boats, insurance, crew, and all other similar matters, same as when trading for their own account. 349 350 351 352
Commissions		26. A commission of percent is payable by the vessel and Owners to on hire earned and paid under this Charter, and also upon any continuation or extension of this Charter. 353 354 355 356 357
Address		27. An address commission of percent is payable to on hire earned and paid under this Charter. 358 359 360 361
Rider		Rider Clauses as attached hereto are incorporated in this Charter. 362 363

Rider of Suggested Additional Clauses

(None of these Clauses apply unless expressly agreed during the negotiations and enumerated in line 362)

Extension of Cancelling	28. If it clearly appears that, despite the exercise of due diligence by Owners, the vessel will not be ready for delivery by the cancelling date, and provided Owners are able to state with reasonable certainty the date on which the vessel will be ready, they may, at the earliest seven days before the vessel is expected to sail for the port or place of delivery, require Charterers to declare whether or not they will cancel the Charter. Should Charterers elect not to cancel, or should they fail to reply within seven days or by the cancelling date, whichever shall first occur, then the seventh day after the expected date of readiness for delivery as notified by Owners shall replace the original cancelling date. Should the vessel be further delayed, Owners shall be entitled to require further declarations of Charterers in accordance with this Clause.	364 365 366 367 368 369 370 371 372 373 374
Grace Period	29. Where there is failure to make "punctual and regular payment" of hire Charterers shall be given by Owners two clear banking days (as recognized at the agreed place of payment) written notice to rectify the failure, and when so rectified within those two days following Owners' notice, the payment shall stand as regular and punctual. Payment received by Owners' bank after the original due date will bear interest at the rate of 0.1 percent per day which shall be payable immediately by Charterers in addition to hire. At any time while hire is outstanding the Owners shall be absolutely entitled to withhold the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof in respect of which the Charterers hereby indemnify the Owners and hire shall continue to accrue and any extra expenses resulting from such withholding shall be for the Charterers' account.	375 376 377 378 379 380 381 382 383 384 385 386 387
Cargo Claims	30. Damage to and claims on cargo shall be for Owners' account if caused by unseaworthiness of the vessel, but shall be for Charterers' account if caused by handling and stowage, including slackage. Claims for shortage except ship shall be shared equally between Owners and Charterers.	388 389 390 391
War Cancellation	31. In the event of the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries: The United States of America, the United Kingdom, France, the Union of Soviet Socialist Republics, the People's Republic of China, or in the event of the nation under whose flag the vessel sails becoming involved in war (whether there be a declaration of war or not), either the Owners or the Charterers may cancel this Charter. Whereupon the Charterers shall redeliver the vessel to the Owners in accordance with Clause 4; if she has cargo on board, after discharge thereof at destination, or, if debarred under this Clause from reaching or entering it, at a near open and safe port as directed by the Owners; or, if she has no cargo on board, at the port at which she then is; or, if at sea, at a near open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 4 and except as aforesaid all other provisions of this Charter shall apply until redelivery.	392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408
War Bonus	32. Any war bonus to officers and crew due to vessel's trading or cargo carried shall be for Charterers' account.	409 410
Requisition	33. Should the vessel be requisitioned by the government of the vessel's flag during the period of this Charter, the vessel shall be deemed to be off hire during the period of such requisition, and any hire paid by the said government in respect of such requisition period shall be retained by Owners. The period during which the vessel is on requisition to the said government shall count as part of the period provided for in this Charter. If the period of requisition exceeds .....months, either party shall have the option of cancelling this Charter and no consequential claim may be made by either party.	411 412 413 414 415 416 417 418 419
On/Off-hire Survey	34. Prior to delivery and redelivery the parties shall each appoint surveyors, for their respective accounts, who shall conduct joint on-hire/off-hire surveys. A single report shall be prepared on each occasion and signed by each surveyor, without prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree. If either party fails to have a representative attend the survey and sign the joint survey report, such party shall nevertheless be bound for all purposes by the findings in any report prepared by the other party. On-hire survey shall be on Charterers' time and off-hire survey on Owners' time.	420 421 422 423 424 425 426 427 428
Stevedore Damage	35. Any damage caused by stevedores during the currency of this Charter shall be reported by Captain to Charterers or their agents, in writing, within 24 hours of the occurrence or as soon as possible thereafter. The Captain shall use his best efforts to obtain written acknowledgement by responsible parties	429 430 431 432

	causing damage unless damage should have been made good in the mean-	433
	time.	434
	Stevedore damages involving seaworthiness shall be repaired without	435
	delay to the vessel after each occurrence in Charterers' time and shall be paid	436
	for by the Charterers. Other minor repairs shall be done at the same time, but if	437
	this is not possible, same shall be repaired while vessel is in drydock in	438
	Owners' time, provided this does not interfere with Owners' repair work, or by	439
	vessel's crew at Owners' convenience. All costs of such repairs shall be for	440
	Charterers' account. Any time spent in repairing stevedore damage shall be for	441
	Charterers' account.	442
	Charterers shall pay for stevedore damages whether or not payment	443
	has been made by stevedores to Charterers.	444
Charterers'	36. Charterers shall have the privilege of flying their own house flag and	445
Colors	painting the vessel with their own markings. The vessel shall be repainted in	446
	Owners' colors before termination of the Charter. Cost and time of painting,	447
	maintaining and repainting those changes effected by Charterers shall be for	448
	Charterers' account.	449
Return	37. Charterers shall have the benefit of any return insurance premium	450
Premium	receivable by Owners from their underwriters as and when received from	451
	underwriters by reason of vessel being in port for a minimum period of 30 days	452
	if on full hire for this period or pro rata for the time actually on hire.	453
Water	38. The vessel shall be off hire during any time lost on account of vessel's	454
Pollution	non-compliance with government and/or state and/or provincial regulations	455
	pertaining to water pollution. In cases where vessel calls at a U.S. port, Owners	456
	warrant to have secured and carry on board the vessel a Certificate of Financial	457
	Responsibility as required under U.S. law.	458

Form C. Adopted 1913

APPROVED BALTIMORE BERTH GRAIN CHARTER PARTY—STEAMER

1913年正式通过的表格 C
公认的巴尔的摩谷物泊位装货租船合同。

19

It is this day Mutually Agreed, BETWEEN _____

_____ owners of the _____ Steamship _____

of _____, built _____ at _____ of _____

net tons register, or thereabouts, and guaranteed _____ Qrs. of 480 lbs. of Heavy Grain 10 per cent. more or less capacity and _____ Qrs. of 320 of Oats,

10 per cent. more or less capacity, classed _____ in _____ now _____

and _____ Charterers.

That the said Steamship being tight, staunch and strong, and in every way fitted for the voyage, with liberty to take outward cargo to _____

for owners' benefit, shall with all convenient speed sail and proceed to _____

and there load, always afloat, from said Charterers, or their agents, a full and complete cargo subject to limits above guaranteed of WHEAT, and INDIAN CORN, and RYE and OATS.

Orders as to loading port to be given within 24 hours after receipt of notice of arrival at port of call in the United States, if in ballast; or before 12 o'clock on the day of completion of discharge at a port in the United States, if with cargo, except on Saturdays, when orders shall be given before 11 o'clock A.M. If not discharged on the day on which demand for loading port is made, vessel to ask again for orders. Vessel to load under inspection of Underwriters' Agents, at her expense and to comply with their rules, not exceeding what she can reasonably stow and carry over and above her Cabin, Tackle, Apparel, Provisions, Fuel and Furniture, and being so loaded shall therewith proceed to ANTWERP, AMSTERDAM, ROTTERDAM, LIVERPOOL, GLASGOW, BELFAST, DUBLIN, HULL, NEWCASTLE, LEITH, PLYMOUTH, SOUTHAMPTON, LONDON (excluding Tilbury Docks) or AVONMOUTH (if ordered to a port in the Bristol Channel vessel to discharge in accordance with the rules of the Bristol Channel &

West of England Corn Trade Association) _____

one Port only, as ordered on signing Bills of Lading, and deliver the same, agreeable to Bills of Lading, on being paid freight, in British Sterling or its equivalent, as follows: (but free of extra freight in Bills of Lading if ordered to London).

all English weights delivered.

Charterers have the privilege of ordering vessel to _____

in which case rate of freight shall be _____ pence per quarter more than the above rate _____

Captain to call at Charterers' Office, as requested, and sign Bills of Lading, as presented, without prejudice to this Charter Party, any deficiency to be paid at Port of Loading in cash, less insurance, and any surplus over and above estimated freight to be settled there before the Vessel clears at the Custom House, by Captain's draft, in Charterers' favor, upon Consignee, payable five days after arrival at Port of Discharge.

Stevedore employed by vessel to be approved by Charterers.

Steamer to be loaded according to berth terms, with customary berth despatch, and if detained longer than five days, Sundays and holidays excepted, Charterers to pay demurrage at the rate of four pence (4d.) British Sterling or its equivalent per net register ton per day, or pro rata, payable day by day, provided such detention shall occur by default of Charterers or their agents.

Notification of the Vessel's readiness must be delivered at the office of the Charterers or their agents, at or before 4 P.M. (or at or before 12 M., noon, if on Saturday) Vessel also having been entered at the Custom House, accompanied by pass of the inspector of Vessel's readiness in all compartments, and the lay days will then commence at 7 A.M. on the next business day.

Time for loading, if required by Charterers, not to commence before the _____ day of _____ 19 _____

Should the Steamer not be passed by Board of Underwriters' Surveyor as ready for cargo at her Loading Port before 12 o'clock noon on the _____ day of _____ 19 _____ followed by the presentation of said Surveyor's pass to the Charterers or their agents at their office before said hour, the Charterers or their agents shall at said hour and at any time after not later than the presentation of the Surveyor's pass at said office, have the option of cancelling this Charter Party.

It is also mutually agreed that this contract shall be completed and be superseded by the signing of Bills of Lading on the same form as in use by regular line steamers from loading port to port of destination; or, if port of destination be one to which there is no regular line of steamers from loading port, this contract shall be superseded by the signing of Bills of Lading in the form customary for such voyages for grain cargoes, which Bills of Lading shall however contain the following clauses:—

1. "It is also mutually agreed that the Carrier shall not be liable for loss or damage occasioned by causes beyond his control, by the perils of the seas or other waters, by fire from any cause or wheresoever occurring, by barratry of the master or crew, by enemies, pirates or robbers, by arrest and restraint of Princes, rulers or people, by explosion, bursting of boilers, breakage of shafts or any latent defect in hull, machinery or appurtenances, by collisions, stranding or other accidents of navigation of whatsoever kind, (even when occasioned by the negligence, default or error in judgment of the pilot, master, mariners or other servants of the ship owner, not resulting, however, in any case, from want of due diligence by the owners of the ship or any of them, or by the Ship's Husband or Manager)."

2. "General Average shall be payable according to York/Antwerp Rules, Average Bond with values declared therein to be signed, also sufficient security to be given as required by master or agents. If the owner shall have exercised due diligence to make the steamer in all respects seaworthy and to have her properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster, resulting from faults or errors in navigation, or in the management of the steamer, or from any latent defect in the steamer, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent defect or the unseaworthiness was not discoverable by the exercise of due diligence), the consignees or owners of the cargo shall nevertheless, pay salvage, and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred for the common benefit, or to relieve the adventure from any common peril, all with the same force and effect, and to the same extent as if such danger, damage or disaster had not resulted from, or been occasioned by, faults or errors in navigation or in the management of the vessel, or any latent defect or unseaworthiness."

3. "It is also mutually agreed that this contract is subject to all the terms and provisions of, and all the exemptions from liability contained in the Act of Congress of the United States, approved on the 13th day of February, 1893, and entitled, 'An Act Relating to Navigation of Vessels, etc.'"

4. "Cargo to be received at destination as fast as vessel can deliver during ordinary working hours any custom of the port to the contrary notwithstanding; but receivers of the cargo are in no case obliged to take delivery at night without their consent, and in any event the steamer must bear all extra expenses incurred by working at night." This clause to be expressly stipulated in all Bills of Lading, except those for British Channel Ports.

5. "In the event of steamer being ordered to discharge in Scandinavia, The Sound, Baltic or Gulf of Finland, or, if ordered inside Gibraltar, Steamer to have the privilege of coaling en route".

6. "Vessel to have a lien on the cargo for all freight, dead freight, demurrage or average."

Charterers' liability under this Charter to cease on cargo being shipped.

The said Charterers, or their agents, are to have the privilege of transferring this Charter to others (guaranteeing to the ship owner the due fulfillment of this Charter).

Cash for Vessel's ordinary disbursements at Port of Loading to be advanced by Charterers, if required by Master, at current rate of exchange, subject to insurance and two and a half per cent commission.

A commission of _____ and the customary freight brokerage is due on signing of this Charter Party to _____ on gross freight, dead freight and demurrage. Vessel lost or not lost, whose agents at Port of Loading are to attend to ships business on customary terms.

Penalty for non performance of this agreement, estimated amount of freight.

If the steamer loads at a port in the Gulf, owners to have privilege of coaling at Norfolk or Newport News.

As agents by cable authority of

WE HEREBY CERTIFY, That this is a true and correct copy of the original Charter Party in on file in our office.

BROKERS

Code Name: **Norgrain 89**

RECOMMENDED BY
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)
THE FEDERATION OF NATIONAL ASSOCIATIONS OF SHIP BROKERS AND
AGENTS (FONASBA)
AMENDED MAY 1989

北美洲谷物租船合同1973
由船舶经纪人和代理人(美国)公司发布共45条条款

NORTH AMERICAN GRAIN CHARTERPARTY 1973

ISSUED BY THE ASSOCIATION OF SHIP BROKERS AND AGENTS (U.S.A.) INC.

19

Note: Insert
vessel's
Itinerary.

Owners	IT IS THIS DAY MUTUALLY AGREED, between.....	1
<i>Note: Delete as appropriate</i>	Owners Disponent Owners } of the SS Self/Non Self Trimming Bulk Carrier Time-chartered Owners } M.V. Tween Decker Call Sign Chartered Owners }	2
Description of Vessel	Built..... at of tons of 2,240 lbs. deadweight all told, or thereabouts, and with a grain cubic capacity available for cargo of cubic feet (including cubic feet in self-bleeding wing spaces)	3 4 5
Classification	Classed..... in now.....	6 7
Charterers	and of Charterers.	8 9 10 11
Loading Port(s)	1. That the said vessel, being tight, staunch strong and in every way fit for the voyage, shall with all convenient speed proceed to and there load	12 13
Description of Cargo	at safe loading berth(s) in Charterers' option. always afloat, <u>a full and complete*</u> cargo in bulk of <u>part*</u>	14 15 16 17
Notice and Loading Port Orders	at Charterers' option tons of <u>2,240 lbs.*</u> % more or less, quantity at Owners' option. 1,000 kilos.*	18 19 20 21
	2. Owners are to give Charterers (or their Agents) (telegraphic address "....." telex number:.....) 15 and 7 days notice of vessel's expected readiness to load date, and approximate quantity of cargo required with the 15 days' notice, such quantity to be based on a cargo of Heavy Grain, unless the cargo composition has been declared or indicated. The Charterers are to be kept continuously advised by telegram/telex of any alteration in vessel's readiness to load date. Master to apply to (telegraphic address ".....") for first or sole loading port orders 144 hours before vessel's expected readiness to load date but not sooner than 144 hours before the laydays in Clause 4 and Charterers or their Agents are to give orders for first or sole loading port within 72 hours of receipt of Master's application, unless given earlier. Orders for second port of loading, if used, to be given to the Master not later than	22 23 24 25 26 27
Vessel Inspection	Master is to give Charterers (or their Agents) 72 and 12 hours notice of vessel's estimated time of arrival at first or sole loading port together with vessel's estimated readiness to load date. 3. Vessel is to load under inspection of National Cargo Bureau, Inc in U.S.A. ports or of the Port Warden in Canadian ports. Vessel is also to load under inspection of a Grain Inspector licensed/authorised by the United States Department of Agriculture pursuant to the U.S. Grain Standards Act and/or of a Grain Inspector employed by the Canada Department of Agriculture as required by the appropriate authorities. If vessel loads at other than U.S. or Canadian ports, she is to load under inspection of such national and/or regulatory bodies as may be required. Vessel is to comply with the rules of such authorities, and shall load cargo not exceeding what she can reasonably stow and carry over and above her Cabin, Tackle, Apparel, Provisions, Fuel, Furniture and Water. Cost of such inspections shall be borne by Owners.	28 29 30 31 32 33 34
Laydays/ Cancellng	4. Laytime for loading, if required by Charterers, not to commence before 0800 on the day of 19..... Should the vessel's notice of readiness not be tendered and accepted as per Clause 18 before 1200 on the day of 19..... the Charterers have the option of cancelling this Charterparty any time thereafter, but not later than one hour after the tender of notice of readiness as per Clause 18.	35 36 37
Destination	5. On being so loaded, the vessel shall proceed to as ordered by Charterers/Receivers*, and deliver the cargo, according to Bills of Lading at paid freight as per Clauses 8 and 9. safe discharging berths in Charterers' option, vessel being always afloat, on being* / having been* paid freight as per Clauses 8 and 9.	38 39 40 41
Discharging Port Orders	Master to apply by radio to (telegraphic address ".....") for first or sole discharging port orders 96 hours before vessel is due off/at* and they are to give first or sole discharging port orders by radio within 48 hours of receipt of Master's application unless given earlier. If Master's application is received on a Saturday, the time allowed shall be 52 hours instead of 48 hours. Orders for second and/or third port(s) of discharge are to be given to the Master not later than vessel's arrival at first or subsequent port. Master to radio Charterers/Receivers (or their Agents) 72 and 24 hours notice of vessel's estimated time of arrival at first or sole discharging port. Charterers/Receivers (or their Agents) are to be kept continuously advised by radio/telegram/telex of any alterations in such estimated time of arrival.	42 43 44 45 46 47
Bills of Lading	6. The Master is to sign Bills of Lading as presented on the North American Grain Bill of Lading form without prejudice to the terms, conditions and exceptions of this Charterparty. If the Master elects to delegate the signing of Bills of Lading to his Agents he shall give them authority to do so in writing, copy of which is to be furnished to Charterers if so required.	48 49
Rotation of Ports	7. Rotation of loading ports is to be in <u>Owners'*</u> option. Charterers' * Rotation of discharging ports is to be in <u>Owners'*</u> option, but if more than two (2) ports of discharge are used rotation is to be geographic to	50 51
Freight	8. Freight to be paid as follows: per ton of 2,240 lbs./1,000 Kilos* Charterers have the option of ordering the vessel to load at in which case the rate of freight to be	52 53 54 55 56 57 58 59 60 61 62
	per ton of 2,240 lbs./1,000 Kilos.*	63

*Delete as appropriate.

	Charterers/Receivers have the option of ordering the vessel to discharge at	64
	.....	65
	in which case the rate of freight to be	66
	.....	67
	.....	68
	per ton of 2,240 lbs./1,000 Kilos*	69
	If more than one port of loading and/or discharging is used, the rate of freight shall be increased by	70
	.....	71
	..... per ton of 2,240 lbs./1,000 Kilos* for each additional loading and/or discharging port on the entire cargo.	72
Freight Payment	9. (a) Freight shall be fully prepaid on surrender of signed Bills of Lading in in currency to	73
	.....	74
	.....	75
	on Bill of Lading weight, discountless, not returnable, vessel and/or cargo lost or not lost. Freight shall be deemed earned as cargo is loaded on board.	76
	Once the Bills of Lading have been signed, and Charterers call for surrender of Original Bills of Lading against freight payment above, it will be incumbent upon Owners or their Agents to comply immediately with such call for surrender during office hours, Mondays to Fridays inclusive.	77
(Other)	(b)	78
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Cost of Loading and Discharging	10. (a)* Cargo is to be loaded and spout trimmed (to Master's satisfaction in respect of seaworthiness) free of expense to the vessel. Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness).	82
	(b)* Cargo is to be loaded and trimmed at Owners' expense. Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness).	83
	.....	84
	.....	85
Stevedores at Loading Port(s) and Discharging Port(s)	11. Stevedores at loading Port(s) are to be appointed by Charterers* and paid by Owners*	86
	.....	87
	If stevedores are appointed by Owners, they are to be approved by Charterers at loading port(s), and such approval is not to be unreasonably withheld. Stevedores at discharging port(s) are to be appointed and paid for by Charterers/Receivers*.	88
	.....	89
	In all cases, stevedores shall be deemed to be the servants of the Owners and shall work under the supervision of the Master.	90
Bulk Carrier and Wing Spaces	12. (a) The vessel is warranted to be a self-trimming bulk carrier.* non-self-trimming bulk carrier.*	91
	(b) Cargo may be loaded into wing spaces if the cargo can bleed into centerholds. Wing spaces are to be spout trimmed; any further trimming in wing spaces and any additional expenses in discharging are to be for Owners' account, and additional time so used is not to count as laytime or time on demurrage.	92
Overtime	13. (a) Expenses	93
	(i) All overtime expenses at loading and discharging ports shall be for account of the party ordering same.	94
	(ii) If overtime is ordered by port authorities or the party controlling the loading and/or discharging terminal or facility all overtime expenses are to be equally shared between the Owners and Charterers* Receivers*	95
	(iii) Overtime expenses for vessel's officers and crew shall always be for Owner's account.	96
	.....	97
	(b) Time Counting	98
	If overtime ordered by Owners be worked during periods excepted from laytime the actual time used shall count; if ordered by Charterers/Receivers, the actual time used shall not count; if ordered by port authorities or the party controlling the loading and/or discharging terminal or facility half the actual time used shall count.	99
	.....	100
Separations	14. Cost of cargo separations, including labor used for laying same, to be for Charterers' account unless required by Owners, in which case all resultant expenses shall be borne by the Owners. Separations ordered by Charterers shall be made to Master's satisfaction (but not exceeding the requirements of the competent authorities).	101
	.....	102
Securing	15. (a) For Owners' account	103
	Any securing required by Master, National Cargo Bureau or Port Warden for safe trim/stowage to be supplied by and paid for by Owners, and time so used not to count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) to be at Charterers'/Receivers' expense.	104
	.....	105
	(b) For Charterers' account	106
	Any securing required by Master, National Cargo Bureau or Port Warden for safe trim/stowage to be supplied by and paid for by Charterers, and time so used to count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) to be at Charterers'/Receivers' expense.	107
	.....	108
Fumigation	16. If after loading has commenced, and at any time thereafter until completion of discharge, the cargo is required to be fumigated in vessel's holds, the Owners are to permit same to take place at Charterers' risk and expense, including necessary expenses for accommodating and victualling vessel's personnel ashore.	109
	The Charterers warrant that the fumigants used will not expose the vessel's personnel to any health hazards whatsoever, and will comply with current IMO regulations.	110
	.....	111
	Time lost to the vessel is to count at the demurrage rate.	112
Opening/Closing Hatches	17. At each loading and discharging port, cost of first opening and last closing of hatches and removal and replacing of beams, if any, shall be for Owners' account. Cost of all other opening and closing of hatches, removal and replacing of beams shall be for Charterers'/Receivers' account.	113
	.....	114
	18. (a) Notice of Readiness	115
	Notification of vessel's readiness to load and discharge at the first or sole loading and discharging port shall be delivered in writing at the office of Charterers/Receivers between 0900 and 1700 on all days except Sundays and holidays, and between 0900 and 1200 on Saturdays. Such notice of readiness shall be delivered when the vessel is in the loading or discharging berth if vacant, failing which from a lay berth or anchorage within limits of the port, or otherwise as provided in Clause 18 (b) hereunder.	116
	.....	117
	.....	118
Time Counting	(b) Waiting for Berth Outside Port Limits	119
	If the vessel is prevented from entering the limits of the loading/discharging port(s) because the first or sole loading/discharging berth or a lay berth or anchorage is not available within the port limits, or on the order of the Charterers/Receivers or any competent official body or authority, and the Master warrants that the vessel is physically ready in all respects to load or discharge, the Master may tender vessel's notice of readiness, by radio if desired, from the usual anchorage outside the limits of the port, whether in free pratique or not, whether customs cleared or not. If after entering the limits of the loading port, vessel fails to pass inspections as per Clause 18 (e) any time so lost shall not count as laytime or time on demurrage from the time vessel fails inspections until she is passed, but if this delay in obtaining said passes exceeds 24 running hours she all time spent waiting outside the limits of the port shall not count.	120
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	(c) Commencement of Laytime	125
	Following receipt of notice of readiness laytime will commence at 0800 on the next day not excepted from laytime. Time (not excepted from laytime) actually used before commencement of laytime shall count.	126
	.....	127
	(d) Subsequent Ports	128
	At second or subsequent port(s) of loading and/or discharging, laytime or time on demurrage shall resume counting from vessel's arrival within the limits of the port or as provided in Clause 18 (b) if applicable.	129
	.....	130
	(e) Inspection	131
	Unless the conditions of Clause 18 (b) apply, at first or sole loading port Master's notice of readiness shall be accompanied by pass of the National Cargo Bureau/Port Warden and Grain Inspector's certificate of vessel's readiness in all compartments to be loaded, for the entire cargo covered by the Charterparty as per Clause 3. In the event that vessel loads in subsequent port(s) and is required to re-pass inspections in these ports, any time lost thereat in securing the required certificates shall not count as laytime or time on demurrage.	132
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Laytime	19. (a) Vessel is to be loaded and discharged within working days of twenty-four (24) consecutive hours each (weather permitting). Sundays and Holidays excepted.	135
	.....	136
	(b) Vessel is to be loaded within working days of twenty-four (24) consecutive hours each (weather permitting). Sundays and Holidays excepted.	137
	.....	138
	(c) Vessel is to be discharged at the average rate of tons of 2,240 lbs.* /1,000 kilos.* per working day of twenty-four (24) consecutive hours (weather permitting), Sundays and Holidays excepted on the basis of the Bill of Lading weight.	139
	.....	140
	(d) Notwithstanding any custom of the port to the contrary, Saturdays shall not count as laytime at loading and discharging port or ports where stevedoring labor and/or grain handling facilities are unavailable on Saturdays or available only at overtime and/or premium rates.	141
	.....	142
	In ports where only part of Saturdays is affected by such conditions, as described above, laytime shall count until the expiration of the last straight time period.	143
	.....	144
	Where six or more hours of work are performed at normal rates, Saturday shall count as a full lay day.	144

*Delete as appropriate.

Delete para (a) or (b) as appropriate

Delete para (a), (b) or (c) as appropriate

	(e) In the event that the vessel is waiting for loading or discharging berth, no laytime is to be deducted during such period for reasons of weather unless the vessel occupying the loading or discharging berth in question is actually prevented from working grain due to weather conditions in which case time so lost is not to count.	145 146
Demurrage/ Despatch Money	20. Demurrage at loading and/or discharging ports is to be paid at the rate of .....per day or <i>pro rata</i> for part of a day and shall be paid by Charterers in respect of loading port(s) and by Charterers/Receivers* in respect of discharging port(s). Despatch money to be paid by Owners at half the demurrage rate for all laytime saved at loading and/or discharging ports.	147 148 149
	Any time lost for which Charterers/Receivers are responsible, which is not excepted under this Charterparty, shall count as laytime, until same has expired, thence time on demurrage.	150
Shifting	21. (a) Shifting expenses and time	151
	(i) Cost of shifting between loading berths and cost of shifting between discharging berths, including bunker fuel used, to be for Owners*/Charterers*/Receivers* account, time counting.	152
	(ii) If vessel is required to shift from one loading or discharging berth to a lay berth or anchorage due to subsequent loading or discharging berth(s) not being available, all such shifting expenses, as defined above shall be for Owners*/Charterers*/Receivers* account, time counting.	153 154 155
	(iii) If the vessel shifts from the anchorage or waiting place outside the port limits either directly to the first loading or discharging berth or to a lay berth or anchorage within the port limits the cost of that shifting shall be for Owners' account and time so used shall not count even if vessel is on demurrage.	156 157
	(iv) Cost of shifting from lay berth or anchorage within the port limits to first loading or first discharging berth to be for Owners' account, time counting.	158
	(b) Shifting in and out of the same berth	159
	If vessel is required by Charterers/Receivers* to shift out of the loading berth or the discharging berth and back to the same berth, one berth shall be deemed to have been used, but shifting expenses from and back to the loading or discharging berth so incurred shall be for Charterers*/Receivers* account and laytime or time on demurrage shall count.	160 161
	(c) Overtime expenses for vessel's officers and crew shall always be for Owners' account.	162
Gear and lights	22. If required, the Master is to give free use of vessel's cargo gear, including runners, ropes and slings as on board, and power to operate the same.	163
	Vessel's personnel is to operate the gear if permitted to do so by shore regulations, failing which shore operators are to be used.	164
	Such shore operators are to be for Owners' account at loading port(s) if the provisions of Clause 10 (b) apply, otherwise for Charterers' account at loading and Charterers*/Receivers* account at discharging port(s).	165 166
	Time lost on account of breakdowns of vessel's gear essential to the loading or discharging of this cargo is not to count as laytime or time on demurrage, and if Clause 10 (a) applies any stevedore standby time charges incurred thereby shall be for Owners' account.	167 168
	If required, Master shall give free use of the vessel's lighting as on board for night work.	169
Seaworthy Trim	23. If ordered to be loaded or discharged at two or more ports, the vessel is to be left in seaworthy trim to Master's satisfaction (not exceeding the requirements of the Safety of Life at Sea Convention as applied in the country in which such ports are situated) for the passage between ports at Charterers' expense at loading and at Charterers*/Receivers' expense at discharging ports, and time used for placing vessel in seaworthy trim shall count as laytime or time on demurrage.	170 171 172
Draft/Lightage	24. Owners warrant the vessel's deepest salt water draft shall not exceed.....feet.....inches on completion of loading and .....feet.....inches on arrival at first or sole discharging port.	173 174
	Should the vessel be ordered to discharge at a place in which there is not sufficient water for her to get the first tide after arrival without lightening, and lie always afloat, laytime is to count as per Clause 18 at a safe anchorage for similar vessels bound for such a place and any lightage expenses incurred to enable her to reach the place of discharge is to be at the expense and risk of the cargo, any custom of the port or place to the contrary notwithstanding, but time occupied in proceeding from the anchorage to the discharging berth is not to count as laytime or time on demurrage.	175 176 177
	Unless loading and/or discharging ports are named in this Charterparty, the responsibility for providing safe port of loading and/or discharging lies with the Charterers/Receivers* provided Owners have complied with the maximum draft limitations in Lines 173/174.	178 179
Car Decks, etc.	25. It is understood that if this vessel is fitted with car decks, container fittings and/or any other special fittings not connected with the carriage of grain in bulk, any extra expenses incurred in loading and/or discharging as a result of the presence of such car decks, container fittings and/or special fittings are to be for Owners' account. Time so lost shall not count as laytime or time on demurrage.	180 181
Dues and/or Taxes	26.	182 183 184
Seaway Tolls	27. All St. Lawrence Seaway and/or Welland Canal tolls on vessel and/or cargo assessed by Canadian and United States Authorities are to be paid and borne by Owners.	185
Water Pollution	28. Any time lost on account of vessel's non-compliance with Government and/or State and/or Provincial regulations pertaining to water pollution shall not count as laytime or time on demurrage.	186
Agents	29. Owners*/Charterers* are to appoint agents at loading port(s) and Owners*/Charterers* are to appoint agents at discharging port(s).	187
	In all instances, agency fees shall be for Owners' account but are not to exceed customary applicable fees.	188
Strikes, Stoppages, etc.	30. If the cargo cannot be loaded by reason of Riots, Civil Commotions or of a Strike or Lock-out of any class of workmen essential to the loading of the cargo, or by reason of obstructions or stoppages beyond the control of the Charterers caused by Riots, Civil Commotions or a Strike or Lock-out on the Railways or in the Docks or other loading places, or if the cargo cannot be discharged by reason of Riots, Civil Commotions, or of a Strike or Lock-out of any class of workmen essential to the discharge, the time for loading or discharging, as the case may be, shall not count during the continuance of such causes, provided that a Strike or Lock-out of Shippers' and/or Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labor at rates current before the Strike or Lock-out. In case of any delay by reason of the before mentioned causes, no claim for damages or demurrage shall be made by the Charterers/Receivers of the cargo or Owners of the vessel. For the purpose, however, of settling despatch rebate accounts, any time lost by the vessel through any of the above causes shall be counted as time used in loading, or discharging, as the case may be.	189 190 191 192 193 194 195
Ice	31. Loading Port	196
	(a) If the Vessel cannot reach the loading port by reason of ice when she is ready to proceed from her last port, or at any time during the voyage, or on her arrival, or if frost sets in after her arrival, the Master - for fear of the Vessel being frozen in - is at liberty to leave without cargo; in such cases this Charterparty shall be null and void.	197 198
	(b) If during loading, the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has the liberty to do so with what cargo he has on board and to proceed to any other port with option of completing cargo for Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charterparty to be forwarded to destination at Vessel's expense against payment of the agreed freight, provided that no extra expenses be thereby caused to the Consignees, freight being paid on quantity delivered (in proportion if lump sum), all other conditions as per Charterparty.	199 200 201 202
	(c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for the Owners' own account as under sub-clause (b) or to declare the Charterparty null and void unless the Charterers agree to load full cargo at the open port,	203 204
	Voyage and Discharging Port	205
	(d) Should ice prevent the Vessel from reaching the port of discharge, the Charterers/Receivers shall have the option of keeping the Vessel waiting until the re-opening of navigation and paying demurrage or of ordering the vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the Owners or Master have given notice to the Charterers/Receivers of impossibility of reaching port of destination.	206 207 208
	(e) If during discharging, the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest safe and accessible port. Such port to be nominated by Charterers/Receivers as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.	209 210 211
	(f) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Owners shall receive the same freight as if the Vessel had discharged at the original port of destination, except that if the distance to the substitute port exceeds 100 nautical miles the freight on the cargo delivered at that port to be increased in proportion.	212 213
Extra Insurance	32. Any extra insurance on cargo incurred owing to vessel's age, class, flag or ownership to be for Owners' account up to a maximum of .....and may be deducted from the freight, in Charterers' option. The Charterers shall furnish evidence of payment supporting such deduction.	214 215
P. & I. Bunker Clause	33. The vessel shall have the liberty as part of the contract voyage to proceed to any port or ports at which bunker oil is available for the purpose of bunkering at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading or discharge named in this Charterparty and may there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of bunker tanks and deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage.	216 217 218 219
Deviation	34. Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an infringement or breach of this Charterparty and the Owners shall not be liable for any loss or damage resulting therefrom; provided, however, that if the deviation is for the purpose of loading or unloading cargo or passengers it shall, <i>prima facie</i> , be regarded as unreasonable.	220 221
Lien and Ceaser Clause	35. The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charterparty.	222
	Charterers' liability under this Charterparty is to cease on cargo being shipped except for payment of freight, deadfreight, and demurrage at loading, and except for all other matters provided for in this Charterparty where the Charterers' responsibility is specified.	223 224
Exceptions	36. Owners shall be bound before and at the beginning of the voyage to exercise due diligence to make the vessel seaworthy and to have her properly manned, equipped and supplied and neither the vessel nor the Master or Owners shall be or shall be held liable for any loss of or damage or delay to the cargo for causes excepted by the U.S. Carriage of Goods by Sea Act, 1936 or the Canadian Carriage of Goods by Water Act, 1970, or any statutory re-enactment thereof.	225 226 227
	And neither the vessel, her Master or Owners, nor the Charterers or Receivers shall, unless otherwise in this Charterparty expressly provided, be responsible for loss of or damage or delay to or failure to supply, load, discharge or deliver the cargo arising or resulting from - Act of God, act of war, act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people; seizure under legal process, provided bond is promptly furnished to release the vessel or cargo; floods, fires; blockades; riots; insurrections; Civil Commotions; earthquakes; explosions. No exception afforded the Charterers or Receivers under this clause shall relieve the Charterers or Receivers of or diminish their obligations for payment of any sums due to the Owners under provisions of this Charterparty.	228 229 230 231

U.S.A. Clause Paramount	37. If the vessel loads in the U.S.A. the U.S.A. Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows:	232
	"This Bill of Lading, shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or any statutory re-enactment thereof, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such terms shall be void to that extent but no further."	233 234 235
Canadian Clause Paramount	38. If the vessel loads in Canada the Canadian Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows:	236
	"This Bill of Lading, so far as it relates to the carriage of goods by water, shall have effect, subject to the provisions of the Carriage of Goods by Water Act, 1970. Revised Statutes of Canada, Chapter C-15, enacted by the Parliament of the Dominion of Canada, or any statutory re-enactment thereof, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such term shall be void to that extent, but no further."	237 238 239 240
Both-to-Blame Collision Clause	39. If the liability for any collision in which the vessel is involved while performing this Charterparty falls to be determined in accordance with the laws of the United States of America, the following clause shall apply:	241 242
	"If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier."	243 244 245 246
	The foregoing provisions shall also apply where the Owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect to a collision or contact."	247 248
	The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.	249
General Average/ New Jason	40. General Average shall be adjusted according to the York/Antwerp Rules 1974 and shall be settled in	250
	Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:	251
	"In the event of accident, danger, damage or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for the consequences of which, the Carrier is not responsible, by Statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.	252 253 254
	If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery."	255 256 257
	The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.	258
War risks	41. 1. The Master shall not be required or bound to sign Bills of Lading for any blockaded port or for any port which the Master or Owners in his or their discretion consider dangerous or impossible to enter or reach.	259 260
	2. (A) If any port of loading or of discharge named in this Charterparty or to which the vessel may properly be ordered pursuant to the terms of the Bills of Lading be blockaded, or	261
	(B) if owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions, or the operation of international law (a) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the Master or Owners in his or their discretion dangerous or (b) it be considered by the Master or Owners in his or their discretion dangerous or impossible for the vessel to reach any such port of loading or of discharge - the Charterers shall have the right to order the cargo or such part of it as may be affected to be loaded or discharged at any other safe port of loading or of discharge within the range of loading or discharging ports respectively established under the provisions of the Charterparty (provided such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the Master's or Owners' discretion dangerous or prohibited). If in respect of a port of discharge no orders be received from the Charterers within 48 hours after they or their agents have received from the Owners a request for the nomination of a substitute port, the Owners shall then be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions of the Charterparty or not) and such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharging ports established under the provisions of the Charterparty, the Charterparty shall be read in respect of the freight and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the vessel discharges the cargo at a port outside the range of discharging ports established under the provisions of the Charterparty, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat shall be paid by the Charterers or Cargo Owners. In this latter event the Owners shall have a lien on the cargo for all such extra expenses.	262 263 264 265 266 267 268 269 270 271 272 273
	3. The vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any other wise whatsoever given by the government of the nation under whose flag the vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations, anything is done or is not done such shall not be deemed a deviation.	274 275 276 277 278
	If by reason of or in compliance with any such directions or recommendations the vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading, the vessel may proceed to any safe port of discharge which the Master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment and the Owners shall be entitled to freight as if discharge has been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms of the Bills of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by the Charterers and/or Cargo Owners and the Owners shall have a lien on the cargo for freight and all such expenses.	279 280 281 282 283
Address Commission	42. An address commission of% on gross freight, deadfreight and demurrage is due to Charterers at time freight and/or demurrage is paid, vessel lost or not lost, Charterers having the right to deduct such commission from payment of freight and/or demurrage.	284 285
Brokerage Commission	43. A brokerage commission of% on gross freight, deadfreight, and demurrage is payable by Owners to	286
	at time of receiving freight payment and/or demurrage payment(s), vessel lost or not lost.	287 288
Assignment	44. Charterers have the privilege of transferring/assigning/reletting all or part of this Charterparty to others (guaranteeing to the Owners the due fulfilment of this Charterparty).	289
Arbitration	45. (a) New York. All disputes arising out of this contract shall be arbitrated at New York in the following manner, and be subject to U.S. Law:	290
	One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the court. The Arbitrators shall be commercial men, conversant with shipping matters. Such Arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators Inc.	291 292 293
Delete para (a) or (b) as appropriate	For disputes where the total amount claimed by either party does not exceed U.S. \$.....** the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators Inc.	294 295
	(b) London. All disputes arising out of this contract shall be arbitrated at London and, unless the parties agree forthwith on a single Arbitrator, be referred to the final arbitration of two Arbitrators carrying on business in London who shall be members of the Baltic Mercantile & Shipping Exchange and engaged in the Shipping and/or Grain Trades, one to be appointed by each of the parties, with power to such Arbitrators to appoint an Umpire. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above, unless objection to his action be taken before the award is made. Any dispute arising hereunder shall be governed by English Law.	296 297 298 299
	For disputes where the total amount claimed by either party does not exceed U.S. \$.....** the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.	300 301

**Where no figure is supplied in the blank space this provision only shall be void but the other provisions of this clause shall have full force and remain in effect.

NORTH AMERICAN GRAIN BILL OF LADING

To be used with "Norgrain" Charterparty 1973

北美谷物提单
和北美洲谷物租船合同1973共同使用

Shipped SHIPPED, in apparent good order and condition by _____
Vessel on board the good steamship or motor vessel, called the _____
Port of Loading Now lying in the Port of _____
and bound for _____
Port of Discharge Being towed as herein, and to be delivered in like good order and condition at the aforesaid Port
of _____
Consignee Unto _____
or to his or their Assigns
Notify Address _____

QUANTITY, DESCRIPTION AND STOWAGE

Freight payable as per
Charter party dated _____ Prepaid/Collect
For Conditions of Carriage See Overleaf

Shipper's weight, quality and quantity unknown

In Witness Whereof, the Master or Agent vessel has signed _____
Bills of Lading, all of this tenor and date, any one of which being accomplished, the others shall
be void.

Dated at _____

By: _____

Master

Set No. _____

该提单对货运条件作了8条规定,包括装船,船舶类型,装货港和卸货港等。

CONDITIONS OF CARRIAGE

1. All terms conditions and exceptions as per Charterparty dated as overleaf and any addenda thereto to be considered as incorporated herein as if fully written, anything to the contrary contained in this Bill of Lading notwithstanding except arbitration as provided in Clause 8 herein.

Clause Paramount

2. If the vessel loads in the U.S.A.:

"This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such terms shall be void to that extent, but no further."

If the vessel loads in Canada:

"This Bill of Lading, so far as it relates to the carriage of goods by water, shall have effect, subject to the provisions of the Water Carriage of Goods Act 1936, enacted by the Parliament of the Dominion of Canada, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities, or an increase of any of its responsibilities or liabilities under the said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such terms shall be void to that extent, but no further."

Both to Blame Collision Clause

3. If the liability for any collision in which the vessel is involved while performing the Charterparty falls to be determined in accordance with the laws of the United States, the following clause shall apply:

"If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or carrier."

The foregoing provisions shall also apply where the Owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect to a collision or contact."

General Average

4. General Average shall be payable according to the York/Antwerp Rules 1950 and shall be settled at the place provided in the Charterparty.

Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:

"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by Statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods."

"If a salving vessel is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery."

War Risks

5. 1. No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the vessel has been ordered to discharge, either on signing Bills of Lading or thereafter, be one to which the vessel is or shall be prohibited from going by the Government of the Nation under whose flag the vessel sails or by any other Government, the owner shall discharge the cargo at any other port covered by the Charterparty as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the vessel had discharged at the port or ports of discharge to which she was originally ordered.

2. The vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or by any other Government or any department thereof, or any person acting or purporting to act with the authority of such Government, or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the vessel, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.

P & I Bunkering Clause

6. The vessel shall have the liberty as part of the contract voyage to proceed to any port or ports at which bunker oil is available for the purpose of bunkering at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading or discharge named in the Charterparty and may there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of fuel tanks and deep tanks and any other compartment in which oil can be carried, whether such amount is or is not required for the chartered voyage.

Proportion of shortage and/or damage

7. Each Bill of Lading covering the hold or holds enumerated herein to bear its proportion of shortage and/or damage, if any incurred.

Arbitration

8. All disputes arising out of this Bill of Lading shall be arbitrated at London and, unless the parties agree forthwith on a single Arbitrator, be referred to the final arbitrament of two Arbitrators carrying on business in London who shall be Members of the Baltic Mercantile & Shipping Exchange and engaged in the Shipping and/or Grain Trades, one to be appointed by each of the parties with power to such Arbitrators to appoint an Umpire. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above, unless objection to his action be taken before the award is made. Any disputes arising under this Bill of Lading shall be governed by English Law.

检验日志(由美国联邦谷物检验局人员填)

U.S. DEPARTMENT OF AGRICULTURE FEDERAL GRAIN INSPECTION SERVICE INSPECTION LOG PAGE 1 OF	NAME OF VESSEL M/V LOGO		LOCATION XYZ GRAIN	PORT HOUSTON TX
	GRADE TO BE LOADED U.S. NO. 2 1/8 YC, 14.5 MAX. MOISTURE		APPROXIMATE QUANTITY 53,760,418 lbs	
	DESTINATION PERU	TYPE OF SALE	CERTIFICATION OPTION <input type="checkbox"/> OPTION 1 <input checked="" type="checkbox"/> OPTION 2	
	NAME OF SHIPPER/AGENT/ACCOUNT XYZ GRAIN		SAMPLING METHOD <input checked="" type="checkbox"/> DIVERTER TYPE <input type="checkbox"/> OTHER	

TYPE OF INSPECTION						MINIMUM LIMITS										MAXIMUM
<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REINSPECTION <input type="checkbox"/> APPEAL <input type="checkbox"/> SUPERVISION						TW	DHV HVAC HARD	SBLY SO	DKG	M	HT	DKT	FM BCFM BNFM	SHEN THIN		
DATE 19 <u>89</u>	SUBLOT NO	TIME (FROM/TO)	SHIP PING BINS	STOWAGE	Quantity: <input type="checkbox"/> Lbs <input type="checkbox"/> Tons <input checked="" type="checkbox"/> Bushels	0.00										
9-28	1	0339		2,4	60,000 OK 56.1	54.0				14.5	0.2	5.0	3.0			
	2	2232		3,5	60,000 OK 56.4					14.3	0.0	2.9	2.4			
	3	2357		1,6	60,000 OK 55.8					14.2	0.0	3.7	2.4			
9-29	4	0058		2,4	60,000 OK 55.6					14.2	0.0	4.8	3.1			
	5	0212		3,5	60,000 OK 56.3					14.3	0.0	8.1	2.9			
	5	APPEAL		3,5	60,000 OK 56.0					14.4	0.0	5.9	2.8			
	6	0346		1,6	60,000 OK 57.3					14.7	0.0	3.5	3.0			
	7	0600		1,6	60,000 OK 56.6					14.4	0.0	3.3	3.1			
	8	0739		2,4	60,000 OK 56.4					14.1	0.1	5.3	2.9			
	9	0835		2,4	60,000 OK 55.8					13.8	0.0	5.7	3.2			
	10	0941		2,4,5	60,000 OK 56.9					14.2	0.0	4.6	2.8			
	11	1057		3,4,5	60,000 OK 57.4					14.3	0.0	4.3	2.5			
	12	1157		3,6	60,000 OK 57.3					14.0	0.0	5.2	3.2			
	13	1456		3,5,6	60,000 OK 56.8					14.2	0.0	2.8	2.3			
	14	1637		3,5	60,000 OK 57.1					14.4	0.0	4.0	3.1			
	15	1756		1,3	60,000 OK 57.2					14.2	0.0	5.8	3.0			
9-30	16	0500		1,2	60,007 OK 56.5					14.0	0.0	3.3	2.7			

NAME OF INSPECTOR/CODE NO	SUBTOTAL THIS PAGE →	905.2			222.5	0.1	68.7	44.8
	AVERAGE →	56.57			14.21	0.0	4.29	2.80
GRADE	ROUNDED AVERAGE →							
U.S. NO. 2 1/8 YC	<input checked="" type="checkbox"/> Meth. <input type="checkbox"/> Wtd.	56.5			14.2	0.0	4.3	2.8

FORM IN 380 (5-80) (Edition of 3-77 is obsolete.)

		LOADING STARTED		LOADING FINISHED		STOWAGE EXAMINATION										REMARKS
		DATE	TIME	DATE	TIME											
Shipping Bins		9-28-89	1939			HOLD NOS. 1,2,3,4,5,6 examined and found to be clean, dry, free from insect infestation, and ready to receive grain - passed at 1815 by B.H. in accordance with regulations, 9-28-89.										PHYTO CERT. REQUIRED
Ship		9-28-89	1944	9-30-89	0500	LAST TWO PORTS OF CALL AND CARGOES.										SHIP OFF 2018-2051
TYPE OF SAMPLE		DELIVERY SYSTEMS PASSED PRIOR TO LOADING				CALAIS, FRANCE - ZINC CONCENTRATE										
<input checked="" type="checkbox"/> OFFICIAL		BY BB INIT. AT 9/28/89: 1915				ROTTERDAM, HOLLAND - ZINC CONCENTRATE										SHIP OFF 1546-1620
<input type="checkbox"/> OFFICIAL FILE		INIT. DATE: TIME														
LIMITS:																
DEF SPL SN	CCL SKBN	WOCL OG WO	BBB BB	Aflatoxin Black Light	x in. Mini Column	LIVE INSECTS	"ON LINE MONTR"	PRO. TEIN	INSPECTOR	SAMPLER	PERSON NOTIFIED	TIME				
				P	N	12-0			Hill	Beaw	walker	2140				
				P	N	12-0				Crowder		2305				
				N		12-0						0026				
				N		12-0						0134				
				N		12-0			Crowder	Hall		0250	REX. DID NOT ELIMINATE MP-1			
				N		12-0						0428	APPEAL ELIMINATED MP-1			
				N		12-0						0410	SHIP OFF 0346-0439			
				P	N	12-0						0623				
				P	N	12-0						0810				
				P	N	12-0			Hoffman	Jones	Davis	0908				
				N		12-0						1003				
				N		12-0						1120				
				N		12-0						1220				
				N		12-1						1522				
				N		12-1						1650				
				N		12-0						2015				
				N		12-1			Hill	Smith	Williams	0550	0515 - FUMIGATION BEGINS ALL HOLDS CLOSED @ 0557			
						STOWAGE										
						HOLDS NOS. 1, 2, 3, 4, 5, 6										



Agricultural Research Service
U.S. Department of Agriculture

美国农业部农业研究局 (ARS) 专利权特许使用权申请程序件。

Patent License Application Package

包括三大部分:

- 1.如何申请专利权特许使用权(分A至H8部分);
- 2.申请美国农业部国家发明专利权特许使用权的申请表;
- 3.联邦条例法典(Code of Federal Regulations)第404部分(《颁发政府发明使用证条例》,共14条)。

HOW TO APPLY FOR A PATENT LICENSE

A. How to Apply

A company or individual may apply for a patent license by completing an application form. The attached Form AD-761, Patent License Application for Government Invention, is used by the U.S. Department of Agriculture.

Send the completed application to:

Coordinator, National Patent Program
USDA-ARS-Office of Technology Transfer
Room 403, Building 005, BARC-W
Beltsville, Maryland 20705-2350.

B. Selection Criteria

Licenses are granted to that applicant that has the best ability to commercialize an invention. Accordingly, license applications are rated on two criteria:

1. Which applicant's plans are the most advantageous, realistic, and expeditious to commercialize the invention?
2. Which applicant has furnished sufficient information to show that they have the capability to realize the plans as presented?

C. The Application

The following are derived from the requirements of Title 35, United States Code, Section 209, and Title 37, Code of Federal Regulations, Part 404. These provide, in part, that:

1. "A license may be granted only if the applicant has supplied the Federal Agency with a satisfactory plan for development or marketing of the invention, or both, and with information about the applicant's capability to fulfill the plan."
2. The application includes:
 - a. "A statement of the time, nature and amount of anticipated investment of capital and other resources which (the) applicant believes will be required to bring the invention to practical application;" and

How to Apply for a Patent License (Continued)

b. "A statement as to (the) applicant's capability and intention to fulfill the plan, including information regarding manufacturing, marketing, financial and technical resources."

3. In addition; "the license shall require the Licensee to carry out the plan for development or marketing of the invention, or both, to bring the invention to practical application within a period specified in the license, and to continue to make the benefits of the invention reasonably accessible to the public.

License applications must contain the following information:

1. Identity of the company, individual, or other organization which desires the license, including its name, address, telephone number, and if incorporated, place of incorporation.
2. Identity, address, and telephone number of the principal company representative or agent with whom license discussions will take place.
3. A statement of the nature and type of applicants business, identifying products and processes which have been commercialized successfully.
4. The number of people employed by the applicant in whatever capacity.
5. A detailed description of the applicant's plan for development and marketing the invention. Include a Product/Market Analysis, a Product Development Plan, and a Resource and Financial Capability Analysis. (See D., E., & F. for examples)
6. A prioritized indication of the fields or modes of use for which the applicant intends to use the subject invention.
7. A statement of the geographic areas in which the applicant intends to manufacture products embodying the invention and in which the applicant intends to use and/or sell the invention.
8. Identification of licenses previously issued to the applicant under Federally owned inventions.
9. A statement of the applicant's best knowledge of the extent to which the invention is being practiced experimentally and/or commercially.

How to Apply for a Patent License (Continued)

D. Product/Market Analysis

1. Product Concept:

- a. Describe the commercial product(s), as presently envisioned.
- b. Describe support products that might be needed to make this commercially viable and whether those products or technologies are presently available.
- c. Describe product line extensions, as presently conceived.

2. Market Analysis:

- a. Describe the market need the product addresses.
- b. Describe the relevant market segments, estimated market sizes, and growth rates.
- c. Estimate time to market and rate of new product adoption.

3. Positioning:

- a. Describe where the product fits in your commercial line.
- b. Describe how the product will be positioned relative to existing and anticipated competitive products.
- c. Describe the products competitive advantage.

4. Profitability Analysis:

Give the estimated sales, costs, sensitivity analysis (variability of return based on changes in time and cost estimate), and breakeven analysis.

E. Product Development Plan

1. Describe the expected product research and development program reflecting the applicant's usual business planning cycle.

How to Apply for a Patent License (Continued)

2. Identify benchmarks, particularly acceleration and/or termination decision points, those that correspond with changing funding commitment points.
3. Link monetary and personnel commitments to development stages.
4. Describe the market introduction strategy, including criteria.
5. Identify post market evaluation criteria.
6. Describe any intended international development program, if any, and if separate from the above.
7. Identify the product manager/gate keeper at each stage of development.

F. Resource and Financial Capability Analysis

1. Describe the financial performance of the applicant for the past five years.
2. Describe the financial resources the applicant will commit to the accomplishment of the Product Development Plan.
3. Describe the personnel, equipment, facilities, and materials the applicant will commit to the accomplishment of the development, manufacturing, and marketing plans.
4. If incorporated, include the latest Security and Exchange Commission Form 10K and any subsequent Form 8K submissions.

G. Exclusive Licenses

If the applicant desires an exclusive license, Federal law requires answers to the following questions to justify exclusivity:

1. Will an exclusive license best serve the Federal and public interest in bringing the invention to practical application or otherwise promote the inventions utilization by the public? If so, why so?

How to Apply for a Patent License (Continued)

2. Will a nonexclusive license not lead to expeditious product development? If not, why not?
3. Is exclusive licensing necessary as an investment incentive? If so, why so?
4. Are any special license terms and conditions requested by the applicant in the application or subsequent negotiations broader than necessary to bring the invention to practical application or otherwise promote the inventions utilization? If not, why not?
5. Will competition be lessened by exclusive licensing? If not, why not?

Prepare your response to these questions on separate sheets of paper and attach to the application. It is in your best interest to be as candid and complete in answering these questions as possible.

H. Miscellaneous

1. All information submitted by the applicant is privileged and confidential and not subject to the Freedom of Information Act.
2. Licenses are royalty bearing and the royalty amounts are subject to negotiation. Our licenses specify a one time license execution fee, an annual minimum fee, sublicense fees and a running royalty.
3. Licenses are granted the right of enforcement of licensed patents. Exclusive licensees are granted the right for the fields of use granted. Nonexclusive licensees are granted the right to be exercised jointly, not separately, with other nonexclusive licensees.
4. Licensees must submit periodic progress reports detailing progress being made to commercialize the licensed invention. Such reports provide detail of the nature and amount of resources being expended, consistent with the licensee original business plan submitted as part of the application. Business information submitted in annual progress reports is treated as privileged and confidential.

How to Apply for a Patent License (Continued)

5. Occasionally, foreign patents are obtained to protect the overseas market for U. S. businesses. Licenses may include domestic and foreign rights.

Agency Disclosure of Estimated Burden:

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information, including suggestions for reducing this burden, to USDA, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

United States Department of Agriculture
**PATENT LICENSE APPLICATION
FOR GOVERNMENT INVENTION**

INSTRUCTIONS: Submit an original and one copy to —
Coordinator, Patent Program, U.S. Department of Agriculture, Agriculture Research
Service, Rm. 401, Bldg. 005 BARC-West, Beltsville, Maryland 20705.
If more space is needed, attach additional sheets and identify item number.

1. AGENCY PATENT CASE NO. (Optional)
2. U.S. PATENT NO.
3. DATE OF PATENT
4. U.S. PATENT APPLICATION SERIAL NO.
5. TYPE LICENSE AND DURATION <input type="checkbox"/> Exclusive for ___ years, and/or <input type="checkbox"/> Nonexclusive for ___ years

TITLE OF PATENT/PATENT APPLICATION

SOURCE OF INFORMATION CONCERNING AVAILABILITY OF A LICENSE ON THIS INVENTION

NAME AND ADDRESS OF APPLICANT

9. NAME AND ADDRESS OF REPRESENTATIVE TO WHOM CORRESPONDENCE SHOULD BE ADDRESSED

STATE OF INCORPORATION (If corporation) OR CITIZENSHIP (If an individual)

11. TELEPHONE NO.

NATURE AND DESCRIPTION OF APPLICANT'S BUSINESS— Identify products or services successfully commercialized.

APPROXIMATE NUMBER OF EMPLOYEES

14. IS APPLICANT A SMALL BUSINESS CONCERN?
 Yes No

FIELD(S) OF USE IN WHICH APPLICANT INTENDS TO PRACTICE THE INVENTION

IS APPLICANT WILLING TO ACCEPT A LICENSE FOR LESS THAN ALL FIELDS OF USE AS INDICATED IN ITEM 15 ABOVE?
 Yes (Give specifics) No

SPECIAL TERMS OR CONDITIONS OF LICENSE DESIRED

APPLICANT'S BEST KNOWLEDGE OR EXTENT TO WHICH THE INVENTION IS BEING PRACTICED BY PRIVATE INDUSTRY AND/OR GOVERNMENT, OR IS OTHERWISE AVAILABLE COMMERCIALY.

19. GEOGRAPHIC AREAS IN WHICH APPLICANT INTENDS TO — (1) Manufacture any products embodying the invention and
(2) Use or sell the invention.

20. DETAILED DESCRIPTION FOR DEVELOPMENT AND/OR MARKETING OF INVENTION FOR EACH FIELD OF USE TO WHICH RIGHTS ARE SOUGHT—
(1) Funding Commitment; (2) Staffing; (3) Market Plan; (4) Sales Projections; (5) Time needed for regulatory approvals; and (6) Other factor impacting your ability to rapidly bring the invention into public use.

21. ADDITIONAL INFORMATION TO SUPPORT APPLICATION

2
Application is made for a license to practice in the United States,
the Government-owned invention identified herein, in accordance
with 35 USC 206.

SIGNATURE OF APPLICANT OR REPRESENTATIVE

DATE

PART 404—LICENSING OF GOVERNMENT OWNED INVENTIONS

- Sec.
- 404.1 Scope of part.
 - 404.2 Policy and objective.
 - 404.3 Definitions.
 - 404.4 Authority to grant licenses.
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AUTHORITY: 35 U.S.C. 206 and the delegation of authority by the Secretary of Commerce to the Assistant Secretary of Commerce for Technology Policy at sec. 3(g) of DOO 10-18.

SOURCE: 50 FR 9802, Mar. 12, 1985, unless otherwise noted.

§ 404.1 Scope of part.

This part prescribes the terms, conditions, and procedures upon which a federally owned invention, other than an invention in the custody of the Tennessee Valley Authority, may be licensed. It supersedes the regulations at 41 CFR Subpart 101-4.1. This part does not affect licenses which (a) were in effect prior to July 1, 1981; (b) may exist at the time of the Government's acquisition of title to the invention, including those resulting from the allocation of rights to inventions made under Government research and development contracts; (c) are the result of an authorized exchange of rights in the settlement of patent disputes; or (d) are otherwise authorized by law or treaty.

§ 404.2 Policy and objective.

It is the policy and objective of this subpart to use the patent system to promote the utilization of inventions arising from federally supported research or development.

§ 404.3 Definitions.

(a) *Federally owned invention* means an invention, plant, or design which is covered by a patent, or patent application in the United States, or a patent, patent application, plant variety protection, or other form of protection, in a foreign country, title to which has been assigned to or otherwise vested in the United States Government.

(b) *Federal agency* means an executive department, military department, Government corporation, or independent establishment, except the Tennessee Valley Authority, which has custody of a federally owned invention.

(c) *Small business firm* means a small business concern as defined in section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration.

(d) *Practical application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits

are to the extent permitted by law or Government regulations available to the public on reasonable terms.

(e) *United States* means the United States of America, its territories and possessions, the District of Columbia, and the Commonwealth of Puerto Rico.

§ 404.4 Authority to grant licenses.

Federally owned inventions shall be made available for licensing as deemed appropriate in the public interest. Federal agencies having custody of federally owned inventions may grant non-exclusive, partially exclusive, or exclusive licenses thereto under this part.

§ 404.5 Restrictions and conditions on all licenses granted under this part.

(a)(1) A license may be granted only if the applicant has supplied the Federal agency with a satisfactory plan for development or marketing of the invention, or both, and with information about the applicant's capability to fulfill the plan.

(2) A license granting rights to use or sell under a federally owned invention in the United States shall normally be granted only to a licensee who agrees that any products embodying the invention or produced through the use of the invention will be manufactured substantially in the United States.

(b) Licenses shall contain such terms and conditions as the Federal agency determines are appropriate for the protection of the interests of the Federal Government and the public and are not in conflict with law or this part. The following terms and conditions apply to any license:

(1) The duration of the license shall be for a period specified in the license agreement, unless sooner terminated in accordance with this part.

(2) The license may be granted for all or less than all fields of use of the invention or in specified geographical areas, or both.

(3) The license may extend to subsidiaries of the licensee or other parties if provided for in the license but shall be nonassignable without approval of the Federal agency, except to the successor of that part of the li-

ensee's business to which the invention pertains.

(4) The licensee may provide the licensee the right to grant sublicenses under the license, subject to the approval of the Federal agency. Each sublicense shall make reference to the license, including the rights retained by the Government, and a copy of such sublicense shall be furnished to the Federal agency.

(5) The license shall require the licensee to carry out the plan for development or marketing of the invention, or both, to bring the invention to practical application within a period specified in the license, and to continue to make the benefits of the invention reasonably accessible to the public.

(6) The license shall require the licensee to report periodically on the utilization or efforts at obtaining utilization that are being made by the licensee, with particular reference to the plan submitted.

(7) Licenses may be royalty-free or for royalties or other consideration.

(8) Where an agreement is obtained pursuant to § 404.5(a)(2) that any products embodying the invention or produced through use of the invention will be manufactured substantially in the United States, the license shall recite such agreement.

(9) The license shall provide for the right of the Federal agency to terminate the license, in whole or in part, if:

(i) The Federal agency determines that the licensee is not executing the plan submitted with its request for a license and the licensee cannot otherwise demonstrate to the satisfaction of the Federal agency that it has taken or can be expected to take within a reasonable time effective steps to achieve practical application of the invention;

(ii) The Federal agency determines that such action is necessary to meet requirements for public use specified by Federal regulations issued after the date of the license and such requirements are not reasonably satisfied by the licensee;

(iii) The licensee has willfully made a false statement of or willfully omitted a material fact in the license application or in any report required by the license agreement; or

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(iv) The licensee commits a substantial breach of a covenant or agreement contained in the license.

(10) The license may be modified or terminated, consistent with this part, upon mutual agreement of the Federal agency and the licensee.

(11) Nothing relating to the grant of a license, nor the grant itself, shall be construed to confer upon any person any immunity from or defenses under the antitrust laws or from a charge of patent misuse, and the acquisition and use of rights pursuant to this part shall not be immunized from the operation of state or Federal law by reason of the source of the grant.

§ 404.6 Nonexclusive licenses.

(a) Nonexclusive licenses may be granted under federally owned inventions without publication of availability or notice of a prospective license.

(b) In addition to the provisions of § 404.5, the nonexclusive license may also provide that, after termination of a period specified in the license agreement, the Federal agency may restrict the license to the fields of use or geographic areas, or both, in which the licensee has brought the invention to practical application and continues to make the benefits of the invention reasonably accessible to the public. However, such restriction shall be made only in order to grant an exclusive or partially exclusive license in accordance with this subpart.

§ 404.7 Exclusive and partially exclusive licenses.

(a)(1) Exclusive or partially exclusive domestic licenses may be granted on federally owned inventions three months after notice of the invention's availability has been announced in the FEDERAL REGISTER, or without such notice where the Federal agency determines that expeditious granting of such a license will best serve the interest of the Federal Government and the public; and in either situation, only if:

(i) Notice of a prospective license, identifying the invention and the prospective licensee, has been published in the FEDERAL REGISTER, providing opportunity for filing written objections within a 60-day period;

(ii) After expiration of the period in § 404.7(a)(1)(i) and consideration of any written objections received during the period, the Federal agency has determined that;

(A) The interests of the Federal Government and the public will best be served by the proposed license, in view of the applicant's intentions, plans, and ability to bring the invention to practical application or otherwise promote the invention's utilization by the public;

(B) The desired practical application has not been achieved, or is not likely expeditiously to be achieved, under any nonexclusive license which has been granted, or which may be granted, on the invention;

(C) Exclusive or partially exclusive licensing is a reasonable and necessary incentive to call forth the investment of risk capital and expenditures to bring the invention to practical application or otherwise promote the invention's utilization by the public; and

(D) The proposed terms and scope of exclusivity are not greater than reasonably necessary to provide the incentive for bringing the invention to practical application or otherwise promote the invention's utilization by the public;

(iii) The Federal agency has not determined that the grant of such license will tend substantially to lessen competition or result in undue concentration in any section of the country in any line of commerce to which the technology to be licensed relates, or to create or maintain other situations inconsistent with the antitrust laws; and

(iv) The Federal agency has given first preference to any small business firms submitting plans that are determined by the agency to be within the capabilities of the firms and as equally likely, if executed, to bring the invention to practical application as any plans submitted by applicants that are not small business firms.

(2) In addition to the provisions of § 404.5, the following terms and conditions apply to domestic exclusive and partially exclusive licenses;

(i) The license shall be subject to the irrevocable, royalty-free right of the Government of the United States to practice and have practiced the inven-

tion on behalf of the United States and on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement with the United States.

(ii) The license shall reserve to the Federal agency the right to require the licensee to grant sublicenses to responsible applicants, on reasonable terms, when necessary to fulfill health or safety needs.

(iii) The license shall be subject to any licenses in force at the time of the grant of the exclusive or partially exclusive license.

(iv) The license may grant the licensee the right of enforcement of the licensed patent pursuant to the provisions of Chapter 29 of Title 35, United States Code, or other statutes, as determined appropriate in the public interest.

(b)(1) Exclusive or partially exclusive licenses may be granted on a federally owned invention covered by a foreign patent, patent application, or other form of protection, provided that;

(i) Notice of a prospective license, identifying the invention and prospective licensee, has been published in the FEDERAL REGISTER, providing opportunity for filing written objections within a 60-day period and following consideration of such objections;

(ii) The agency has considered whether the interests of the Federal Government or United States industry in foreign commerce will be enhanced; and

(iii) The Federal agency has not determined that the grant of such license will tend substantially to lessen competition or result in undue concentration in any section of the United States in any line of commerce to which the technology to be licensed relates, or to create or maintain other situations inconsistent with antitrust laws.

(2) In addition to the provisions of § 404.5 the following terms and conditions apply to foreign exclusive and partially exclusive licenses:

(i) The license shall be subject to the irrevocable, royalty-free right of the Government of the United States to practice and have practiced the inven-

tion on behalf of the United States and on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement with the United States.

(ii) The license shall be subject to any licenses in force at the time of the grant of the exclusive or partially exclusive license.

(iii) The license may grant the licensee the right to take any suitable and necessary actions to protect the licensed property, on behalf of the Federal Government.

(c) Federal agencies shall maintain a record of determinations to grant exclusive or partially exclusive licenses.

§ 404.8 Application for a license.

An application for a license should be addressed to the Federal agency having custody of the invention and shall normally include:

(a) Identification of the invention for which the license is desired including the patent application serial number or patent number, title, and date, if known;

(b) Identification of the type of license for which the application is submitted;

(c) Name and address of the person, company, or organization applying for the license and the citizenship or place of incorporation of the applicant;

(d) Name, address, and telephone number of the representative of the applicant to whom correspondence should be sent;

(e) Nature and type of applicant's business, identifying products or services which the applicant has successfully commercialized, and approximate number of applicant's employees;

(f) Source of information concerning the availability of a license on the invention;

(g) A statement indicating whether the applicant is a small business firm as defined in § 404.3(c)

(h) A detailed description of applicant's plan for development or marketing of the invention, or both, which should include:

(1) A statement of the time, nature and amount of anticipated investment of capital and other resources which

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applicant believes will be required to bring the invention to practical application;

(2) A statement as to applicant's capability and intention to fulfill the plan, including information regarding manufacturing, marketing, financial, and technical resources;

(3) A statement of the fields of use for which applicant intends to practice the invention; and

(4) A statement of the geographic areas in which applicant intends to manufacture any products embodying the invention and geographic areas where applicant intends to use or sell the invention, or both;

(i) Identification of licenses previously granted to applicant under federally owned inventions;

(j) A statement containing applicant's best knowledge of the extent to which the invention is being practiced by private industry or Government, or both, or is otherwise available commercially; and

(k) Any other information which applicant believes will support a determination to grant the license to applicant.

§ 404.9 Notice to Attorney General.

A copy of the notice provided for in § 404.7 (a)(1)(i) and (b)(1)(i) will be sent to the Attorney General.

§ 404.10 Modification and termination of licenses.

Before modifying or terminating a license, other than by mutual agreement, the Federal agency shall furnish the licensee and any sublicensee of record a written notice of intention to modify or terminate the license, and the licensee and any sublicensee shall be allowed 30 days after such notice to remedy any breach of the license or show cause why the license shall not be modified or terminated.

§ 404.11 Appeals.

In accordance with procedures prescribed by the Federal agency, the following parties may appeal to the agency head or designee any decision or determination concerning the grant, denial, interpretation, modification, or termination of a license:

(a) A person whose application for a license has been denied.

(b) A licensee whose license has been modified or terminated, in whole or in part; or

(c) A person who timely filed a written objection in response to the notice required by § 404.7(a)(1)(i) or § 404.7(b)(1)(i) and who can demonstrate to the satisfaction of the Federal agency that such person may be damaged by the agency action.

§ 404.12 Protection and administration of inventions

A Federal agency may take any suitable and necessary steps to protect and administer rights to federally owned inventions, either directly or through contract.

§ 404.13 Transfer of custody.

A Federal agency having custody of a federally owned invention may transfer custody and administration, in whole or in part, to another Federal agency, of the right, title, or interest in such invention.

§ 404.14 Confidentiality of information.

Title 35, United States Code, section 209, provides that any plan submitted pursuant to § 404.8(h) and any report required by § 404.5(b)(6) may be treated by the Federal agency as commercial and financial information obtained from a person and privileged and confidential and not subject to disclosure under section 552 of Title 5 of the United States Code.