

附录

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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.

