

F. A. S. CONTRACT FORM "OVERSEAS"

Adopted by the Finnish Sawmill Owners' Association

Sold to

hereinafter called Buyers, telegraphic or telex address

Bought from

hereinafter called Sellers, telegraphic or telex address

through the agency of

Shipment the woodgoods of the specification and prices stated below ready for shipment on the
(ready date) at
for destination to

Payment Payment to be made a) in exchange for shipping documents less per cent. discount through an irrevocable
letter of credit payable at and confirmed by a bank in Sellers' country, copy of the said letter of credit to be in Sellers' hands
not later than 14 days before the ready date, or b) in cash in less per cent. discount
on receipt of and in exchange for shipping documents. Delete the mode of payment (a or b) not used.
Overlying goods see clause 6.

Insurance Marine insurance to be covered by Buyers.

Licences Time limit for obtainment of requisite licences

**General
Conditions** The General Conditions on the reverse hereof form a part of this contract and are known to both parties.

SPECIFICATION AND PRICES

..... the 19.....

.....
As Seller

..... the 19.....

.....
As Buyer

GENERAL CONDITIONS

- Price basis and measure** 1. The prices are for \int sawn goods per m³
 } planed goods per m³ (nominal measure)
 Delivery free alongside the vessel.
 Lengths, widths and thicknesses are in metric measure.
- Seasoning** 2. The goods to be of Sellers' usual bracking and seasoned for a voyage to the country of destination and to be delivered to the ship in accordance with the custom of the port, Sellers not being responsible for any deterioration occasioned by circumstances beyond their control after the goods have left Sellers' yard(s) properly protected.
- Chartering Notice** 3. Shiproom to be provided in due time by Buyers with a customary number of working days for loading. Buyers undertake that ten working days' notice (Saturday excluded) be given to Shippers direct before arrival of any vessel to load under this contract, such notice stating vessel's and charterer's name. Full loading orders and charterparty to be in Shippers' hands within the same number of days.
- Variation in Sellers' option** 4. Sellers shall have the option to vary by 10 per cent. more or less any or every item, always provided that the total quantity is not varied except under the provisions of clause 5. Such option shall apply also to overlying goods.
- Margin for chartering** 5. A margin of 10 per cent., more or less, however not exceeding 150 m³, to be allowed for convenience of chartering, but when several shipments are made under the same contract, such margin only to apply to the quantity by the last vessel. — This margin does not apply to overlying or overwintering goods.
 When delivering packaged and/or truck bundled goods the margin may be delivered as loose goods. — Packaged goods shall mean goods which have a single length and size in each package provided that Sellers shall have the right to combine lengths when the residue is insufficient for a complete package. Truck bundled goods shall mean goods bundled in mixed lengths of one size.
 Should the Master ask for reduction of the quantity chartered for, Sellers have the right to make the necessary reductions in the sizes which are still to be delivered free alongside the vessel, when the reduction is asked for.
 Where a 'minimum/maximum' quantity is stipulated in the contract chartering shall be on a 'minimum/maximum' basis and this Clause shall not apply.
- Overlying goods** 6. Should any of the goods not be removed by the drawing date, i.e. six weeks after the above mentioned ready date, Buyers to pay against approximate invoice of the said date, without discount, in cash in Sellers' country not later than seven days after the drawing date. Buyers failing this, Sellers have the right to cancel the contract as to the goods specified in the said approximate invoice and to receive damages proved.
 The goods remain at the risk and at the expense of Buyers, Sellers not responsible for deterioration of goods not lifted by the drawing date. However, Shippers have the right of cancelling the contract regarding goods not lifted within 12 months after the ready date after settlement of accounts.
 If the goods or part thereof are not removed before the drawing date, rent to be paid from the said date at the rate of £ 0.20 per m³ per month.
- Passing of property** 7. Property in goods to be deemed for all purposes, except retention of Vendor's lien for unpaid purchase price, to have passed to Buyers when goods have been put on board.
- Exceptions** 8. In case the shipment of any of the goods be delayed or hindered by war, floods, fire, drought, ice, strike, lockout or any other cause whatsoever beyond Shippers' control, they shall not be responsible for any damages resulting to Buyers therefrom provided immediate notice by telegram/telex be given to Buyers.
- Claims** 9. No claims for quality and/or condition will be recognized by Sellers unless reasonable particulars are given to Sellers within 14 working days from date of vessel's final discharge.
- Arbitration** 10. Any dispute whatsoever rising out of this contract which cannot be settled amicably shall be referred to arbitration in accordance with the law of the Sellers' country.