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Contract No .....

Date ..... 19.....

## F.A.S. CONTRACT FORM "SCANFAS 1976"

*Adopted by The Finnish Sawmill Owners' Association and The Swedish Wood Exporters' Association.*

Sold to .....

hereinafter called Buyers, telegraphic address/telex number .....

Bought from .....

hereinafter called Sellers, telegraphic address/telex number.....

through the agency of .....

telegraphic address/telex number .....

**Shipment** the woodgoods of the specification and prices stated below ready for shipment on the ..... (ready date)

at ..... (loading port)

for destination to .....

**Payment** Payment to be made in exchange for shipping documents in cash by an irrevocable letter of Credit advised through and payable in and confirmed by a bank recommended by the Sellers in their country. The said Letter of Credit to be in Sellers' hands not later than two months before the ready date and to be in force for at least four months (or longer, if required).

**Drawing date** See clause 7 of General Conditions.

**Licences** Date for obtaining licences: ..... (See clause 12 of General Conditions).

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

### SPECIFICATION AND PRICES:

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

.....  
as Seller

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

.....  
as Buyer

"SCANFAS 1976"  
GENERAL CONDITIONS

- Price basis and measure** 1) The prices are for  $\left\{ \begin{array}{l} \text{sawn goods per m}^3 \\ \text{planed goods per m}^3 \text{ (nominal measure)} \end{array} \right.$   
Delivery free alongside the vessel.  
Lengths, widths and thicknesses are in metric measure.  
The lengths are to be 1,80 metres and up with increments of 0,30 metres.
- Bracking Seasoning** 2) The goods to be of Sellers' usual bracking and seasoned for a voyage to overseas-markets, 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 Loading orders** 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 (Saturdays excluded) be given to Sellers directly before arrival of any ship to load under this contract, such notice stating ship's and charterer's name and ship's expected intake. Full loading orders and charterparty to be in Sellers' hands not later than 20 working days before the notified due date of the ship's arrival to load.
- Loose, truck-bundled and length-packaged goods** 4) Unless otherwise agreed Sellers to have the option of supplying loose and/or truckbundled and/or length-packaged goods.  
Truckbundled goods shall mean goods in packages containing one single size but mixed different lengths.  
Lengthpackaged goods shall mean goods in packages containing one single size and one single length but allowing combinations of lengths when the residue is insufficient for a complete package.
- Variation in Sellers' option** 5) 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 6. Such option shall apply also to overlying goods.
- Margin for chartering** 6) Unless otherwise agreed the total contract quantity, stated in the specification, is maximum and no upward margin will be supplied, but downward margin of 10% will still apply, if required. When two or more 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 unchartered overlying goods.  
Where a total 'minimum/maximum' quantity is stipulated in the contract chartering shall be on a 'minimum/maximum' basis and this clause shall not apply.
- Overlying goods** 7) Should any of the goods not be removed by the drawing date, i.e. four weeks after the above mentioned ready date, Buyers to pay cash in Sellers' country within seven days from the said drawing date against approximate invoice. Provided not less than seven working days (Saturday excluded) notice prior to the said date has been given to Sellers or their authorized agents, Buyers shall be entitled in exchange for such payment to receive a guarantee by approved Bankers of the country of shipment that if the goods or any portion thereof are not delivered free alongside if applied for by 1st August of the following year the contract value of any quantity unshipped will be refunded to Buyers. The cost of the said guarantee shall be borne by Buyers. Fire insurance on any such goods to be covered by Sellers for the account and at the expense of Buyers.  
When delivering overlying goods Sellers shall not be responsible for any deterioration of the goods caused by postponement of delivery unless such deterioration exceeds what would be normal deterioration between the drawing date and the date of delivery of goods protected as customary.  
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 1% of the contract value of the goods per month or part of a month.
- Passing of property** 8) 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** 9) In case the manufacture and/or shipment of any of the goods specified in the contract should be delayed or hindered by reason of fire or through an accident to the sawmills, or through drought, ice, flood, strike or lock-out, mobilisation, war or through any other cause beyond Sellers' control, Sellers, provided they give prompt notice to Buyers by telegram or telex of the delay or hindrance, shall not be responsible for any damages resulting to Buyers therefrom.  
In such event only, Sellers have the right within 8 weeks from the ready date of completing the contract. Should Sellers, however, be unable to deliver within such extended time they shall declare their inability to do so and on receipt of Sellers' declaration Buyers shall have the option, to be promptly declared, of cancelling the contract, or postponing the same to such date of delivery as may be mutually agreed upon, but in any event not later than 6 months from the ready date.
- Claims** 10) No claims for quality and/or condition will be recognised by Sellers upon any goods shipped under the contract unless reasonable particulars are given to Sellers within 2 weeks from the date of vessel's final discharge.  
Reasonable particulars shall mean a statement as to whether the claim is for quality and/or condition together with a statement of the sizes complained of and of percentages and of the amount claimed.
- Arbitration** 11) Any dispute whatsoever arising out of this contract which cannot be settled amicably shall be referred to arbitration in accordance with the law of the Sellers' country.
- Licences** 12) The obligation to make application for and the cost of obtaining any export or import licence and to pay any export or import duty, charges or taxes which may be payable in respect of the export or import of the goods shall be upon Sellers and Buyers respectively.
- Notice** 13) Where under the contract Buyers are given an option or it is provided that Buyers may or are required to give notice to Sellers, notice by the Buyers to the Agents named in the contract (a) of the exercise of the option or (b) of any other matter, shall be deemed to be good notice to Sellers of the matter covered by such notice. Similarly, notice by Agents to Buyers shall be deemed to be good notice by Sellers.