

**C. & F. CONTRACT FORM "TRANSTIMBER"**

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*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 .....

the wood goods of the specification and at the prices as set out below.

**Shipment.** Ready for shipment at ..... (port of loading)  
to ..... (port of destination)  
by ship(s) expected by Owners ready to load about a certain date during .....  
..... (time of shipment).  
Shipment to be made on liner terms (See clause 5 of General Conditions).

**Deck cargo.** See clause 5 of General Conditions.

**Licences.** Date for obtaining licences: ..... (See clause 11 of General Conditions).

**Payment.** Payment shall be made in exchange for shipping documents in cash by an Irrevocable Letter of Credit payable in and confirmed by a bank in Sellers' country. The Letter of Credit shall be in Sellers' hands not later than 14 working days (Saturdays excluded) before the first day of the stipulated time of shipment and shall be in force for at least ..... months (if not filled in, at least 2 months) from the said first day.

**Insurance.** Insurance is to be covered and paid by Buyers.

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

## SPECIFICATION AND PRICES:

.....  
Sellers.....  
Buyers

## GENERAL CONDITIONS

- Price basis.** 1) The prices are per cubic metre (nominal measure of planed goods) and include first cost and freight to the port of destination.
- Measures. Ends.** 2) Lengths, widths and thicknesses are in metric measure.  
The lengths are to be 2.70 metres and up, with increments of 0.30 metres, but Sellers to have the option of including 1.80 to 2.40 metres ends up to 3 % of the total cubic metre quantity.
- Bracking. Seasoning.** 3) The goods are to be of Sellers' usual bracking and seasoned for a voyage to the country of destination as per this contract and to be delivered to the ship in accordance with the custom of the port of loading, Sellers not being responsible for any deterioration occasioned by circumstances beyond their control after the goods have left Sellers' yard(s) properly protected.
- Loose, truck-bundled and length-packaged goods.** 4) Sellers to have the option of supplying loose and/or truckbundled and/or lengthpackaged goods.  
Truckbundled goods shall mean goods in bundles 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.
- Shiproom.** 5) Shiproom is to be secured in due time by Sellers with liberty to substitute. Sellers shall promptly advise Buyers by telegram or airmail that shiproom is secured with approximate expected loading date. Sellers shall also both as regards the original ship and any substitute ship promptly advise Buyers by telegram or airmail of the name of the ship when known.  
If Owners give notice that the ship whether original or substituted cannot be ready to load within the stipulated time of shipment or six weeks thereafter or if without such notice the ship has not been ready so to load, Sellers shall instantly advise Buyers by telegram stating the exact time of the receipt of Owners' notice, if any, and Buyers shall have the right to be exercised promptly, to cancel the contract to a corresponding extent save that if Sellers have not advised Buyers as stipulated above Buyers' right of cancellation is subject only to prompt advice after the delay has come to Buyers' notice. Sellers' obligation to give notice in respect of the original ship shall not arise if they have substituted or have the intention to substitute another ship.  
Should any ship in which space has been booked under the contract be lost after being named to Buyers and previous to loading Sellers have the option of securing space in another ship in substitution for loading within the stipulated time of shipment or six weeks thereafter or of cancelling the contract to a corresponding extent upon giving prompt notice to Buyers.  
Sellers shall not be liable for any loss suffered by Buyers from delay in shipment caused by circumstances beyond Sellers' control.  
Bills of Lading shall be in customary liner terms allowing shipment on deck of up to one-third of the total contract quantity.
- Margins.** 6) Any or every item may be varied by 10 % more or less in Sellers' option.  
A margin of 10 % more or less of the total contract quantity is to be allowed to Sellers for convenience of securing shiproom.
- Loading orders.** 7) Full loading orders are to be in Sellers' hands not later than fourteen working days (Saturdays excepted) before the time of shipment stipulated in the contract.
- 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 of the delay or hindrance, shall not be responsible for any damages resulting to Buyers therefrom.
- Claims.** 10) No claim 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 fourteen working days from date of ship'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 an estimate of percentages and of the amount claimed.
- Licences.** 11) 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.
- Telegram. Telex.** 12) Wherever the word "telegram" appears in the Contract or in these General Conditions it shall be deemed to include "telex".