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'ALBION'
(1982)

SPECIFICATION AND PRICES

Contract No _____

Date _____

Softwood (C.I.F.) Contract Form

Adopted by THE TIMBER TRADE FEDERATION of the United Kingdom, THE FINNISH SAWMILL OWNERS' ASSOCIATION
and THE SWEDISH WOOD EXPORTERS' ASSOCIATION and for use only by members of the said Federation and Associations or parties authorised by them in writing.

Sold to _____

hereinafter and in the General Conditions called Buyers,

telex number/telegraphic address _____

Bought from _____

hereinafter and in the General Conditions called Sellers,

telex number/telegraphic address _____

through the agency of _____

as Sellers' Authorised Agents, hereinafter and in the General Conditions called Agents,

telex number/telegraphic address _____

the wood goods of the specifications and at the prices set out on the back hereof subject to the terms, conditions and warranties set out below and to the "ALBION" GENERAL TERMS, CONDITIONS AND WARRANTIES 1982", adopted by the above-mentioned Federation and Associations, and known to both parties and herein referred to as the "General Conditions".

Shipment

The goods are to be shipped at _____

to _____ always afloat by

steamship(s) or full powered motor vessel(s) expected by Owners ready to load about a certain date during _____

Sellers to advise Buyers by telegram of vessel(s) arrival and departure at loading port.

Ends

Ends of slatings and boards 25mm and thinner x 75mm (See Clause 2(c) of General Conditions) maximum (_____) per cent per item/part item.

Insurers

At Sellers' option (see Clause 8, first paragraph, of General Conditions) _____

Payment

Payment to be made in accordance with Clause 10 of the General Conditions, the amount payable thereunder to be paid less 2½ per cent of the f.a.s. price, i.e. the c.i.f. price less the cost of insurance and freight, in London in cash at three days sight or subject to agreement at the time of presentation of documents by approved acceptance of Sellers' or Agents' draft payable in London at four months from date of Bill of Lading, at rate of interest to be mutually agreed.

Date for obtaining licences

(see Clause 17, second paragraph, of General Conditions) _____

Method of discharge

(see Clause 15, "Nubaltwood" Charterparty) Clause 15(_____) to apply. (If not filled in Clause 15(a) to apply.)

Liner Shipment

Shipment shall not be made by liner unless specifically authorised by Buyers but if so authorised and so shipped the Contract and the General Conditions shall be amended by the "LINER PARCEL AMENDMENTS TO 'ALBION' (1982) CONTRACT FORM" adopted by the above-mentioned Federation and Associations, and known to both parties.



'ALBION' GENERAL TERMS, CONDITIONS AND WARRANTIES 1982.

Adopted by THE TIMBER TRADE FEDERATION of the United Kingdom, THE FINNISH SAWMILL OWNERS' ASSOCIATION

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Price basis.

1. The prices are per cubic metre (if planed goods in nominal measure) and include first cost, freight and insurance to the port of destination.

Ends.

2. Other than as regards items for which a separate price for ends 1.8m to 2.4m is specified in the contract (in which case notwithstanding any provision of this Clause all ends on such items shall be at that specified price) Sellers have the right to supply up to 3 per cent of ends on each item at the full c.i.f. price for 2.7m and up appropriate for the goods concerned. If the percentage of 3 per cent is exceeded on any item(s) all ends (including the first 3 per cent) on such item(s) shall be at two-thirds of the appropriate contract price per cubic metre plus one-third of the freight rate and one-third of the insurance cost appropriate to the item(s).

Notwithstanding the foregoing, however, unless otherwise provided in the contract, ends shall not exceed the undermentioned percentages on each and every item or part item:—

- (a) Of Vth quality — 10 per cent
- (b) Of boards 25mm and thinner x 115mm and under, all qualities — 15 per cent (unless otherwise agreed)
- (c) Of slatings and boards 25mm and thinner x 75mm — the percentage of ends as mutually agreed and inserted in the contract
- (d) Of all other specified goods except those defined in paragraphs (a), (b) and (c) of this Clause — 7½ per cent.

Buyers' right to compensation in respect of ends in excess of these maximum percentages or the maximum percentages shown in the contract, if appropriate, shall not be limited to the reduction in price referred to in this Clause. Ends to be regarded as included in the contract quantity but to be disregarded in the calculation of average length.

Seasoning, Bracking and Loading.

3. The goods are to be properly seasoned for shipment to the United Kingdom and the Republic of Ireland. Each item to be produced from debarked logs and of Shippers' usual bracking, average length and fair specification for such description of goods and delivered to the ship in accordance with the custom of the port, the Sellers not being responsible for any deterioration occasioned by circumstances beyond their control after the goods have left Sellers' Wharf properly protected.

Unless otherwise specifically agreed, every package shall be marked and identified with serial number as per specification.

All bundled and packaged goods shall be adequately and securely bound.

Except where otherwise specified, 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 where the residue is insufficient for a complete package. Truck bundled goods shall mean goods bundled in mixed lengths of one size, fair-ended at one end.

Chartering, etc.

4. Shiproom to be secured in due time by Sellers with liberty to substitute. Sellers shall both as regards the original chartered vessel and any substituted vessel promptly advise Buyers of the fixture with name of vessel if nominated and on signing send them a copy of the Charterparty forthwith which shall be on the form of "Nubaltwood" last accepted by the respective Associations as being the document on which chartering has to be effected. Sellers to advise Buyers by telegram of name(s) of vessel(s), if not stated in the Charterparty.

Buyers undertake that full loading orders shall be in Agents' hands not later than 15 working days before the time of shipment stipulated in the contract.

If it is apparent from the Bills of Lading that the Master has failed to load the vessel in accordance with Buyers' loading instructions Sellers shall forthwith advise Buyers of all variations therefrom and make a written protest to the Master, sending a copy thereof to Buyers.

If Owners give notice that the vessel whether original or substituted cannot be ready to load within six weeks after the stipulated time of shipment or if without such notice the vessel 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 cancel the contract to a corresponding extent provided that their cancellation reaches Sellers in time to enable Sellers to cancel the Charterparty 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 the above notice in respect of the original vessel shall not arise if they have substituted or have the intention to substitute another vessel.

Should any vessel chartered under this contract be lost after being named to Buyers and previous to loading Sellers have the option of chartering another vessel in substitution for loading within the stipulated time or six weeks thereafter or of cancelling the contract to a corresponding extent upon giving prompt notice to Buyers leaving, however, Buyers the right to take the goods at the stipulated c.i.f. price less cost of insurance and the rate of freight whereat tonnage lost had been secured, and on the conditions and terms of the current "UNIFORM" Contract Form adopted by the respective Associations, the drawing date of approximate payment, unless goods have been removed earlier, being six weeks from date of such right being exercised.

Sellers shall not be liable for any loss suffered by Buyers from delay in shipment caused by circumstances beyond Sellers' control.

Margins in Sellers' Options.

5. Sellers shall have the option to vary by 10 per cent more or less any or every item but not exceeding 100 cubic metres on any one item and to vary items of 10 cubic metres to 50 cubic metres to the extent of 5 cubic metres, 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. A margin of 10 per cent more or less of the total contract quantity, but not exceeding 200 cubic metres, is to be allowed to Sellers for convenience of chartering only, but when two or more shipments are made under the same contract such margin shall only apply to the quantity by the last vessel. Should Sellers under this clause give an increase of total contract quantity, such increase is to be in contract sizes and not more than 25 per cent increase or 25 cubic metres whichever may be greater, on any item over 50 cubic metres, or 50 per cent increase on any item of 50 cubic metres or under.

Where a 'minimum/maximum' quantity is stipulated in the contract chartering shall be on a 'minimum/maximum' basis and this Clause shall not apply.

Quantity, Over-shipment and Under-shipment.

7. In the event of over-shipment of any item(s) of the contract (subject to Clause 6 hereof) Buyers shall not be entitled to reject the entire shipment but shall have the option to be exercised without delay of taking up the Bills of Lading and paying for the whole quantity shipped or of taking up the Bills of Lading and paying only for the contract quantity rejecting the balance. The same conditions shall apply if the excess is not apparent from the Bills of Lading but is discovered only on arrival of the goods at their ultimate destination. If Buyers elect to take the contract quantity only, Sellers shall pay all extra expenses whatsoever incurred by Buyers in consequence of the over-shipment.

In the event of under-shipment of any item(s) of the contract (subject to Clause 6 hereof) Buyers are to pay for the quantity shipped, but have the right to claim compensation for such under-shipment.

Insurance.

8. Sellers shall insure the cargo for the c.i.f. value (less the balance of freight payable by Buyers in accordance with Clause 10) plus 10 per cent with, at Sellers' option, a first-class company registered in Buyers' country or with Underwriters carrying on business in the United Kingdom or with a first-class company registered outside the United Kingdom as named in the contract as per Lloyd's Form of Policy together with current Timber Trade Federation Clauses and in the case of policies issued in Sellers' country including Additional Clauses as per Clause 9 hereof losses payable in London and, subject to the sub-clauses hereunder, against the risks covered by the Institute War Clauses (Timber Trade) and Institute Strikes Clauses (Timber Trade) including Riots and Civil Commotions in force at the time of attachment of the insurance.

A premium for war risk insurance in excess of 0.125 per cent shall be for the account of Buyers, except that if owing to the Flag and/or ownership and/or condition of the vessel there is at the time of chartering or, if chartered before the date of the contract, at the date of the contract, an increase over the general rate for such insurance such increase shall not be chargeable to Buyers.

If Sellers are unable to effect War Risk insurance on the goods for a premium not exceeding 2 per cent or at all they shall give immediate telegraphic advice to Buyers stating the premium, if any, at which such insurance could be effected by Sellers and the date when the vessel is expected to commence loading the contract goods, and thereupon Buyers shall have the option of:—

- (a) accepting the premium (if any) and paying the excess, or
- (b) effecting such insurance themselves, or
- (c) calling upon Sellers to ship the goods uninsured against War Risks, or
- (d) (if such premium is not less than 10 per cent or if the Sellers are unable to effect such insurance at all) cancelling the contract to the extent of such uninsured shipment.

Buyers shall exercise such option by telegram as promptly as possible. Unless Sellers receive notice of Buyers' option before the said expected loading date then Buyers shall be deemed to have:—

- (i) accepted the excess if the premium quoted is less than 20 per cent and shipment shall be made accordingly, or
- (ii) exercised their option (d) above, if the premium quoted is not less than 20 per cent or if Sellers are unable to effect such insurance at all.

If any such insurance, whether effected by Sellers or Buyers, shall be cancelled by Underwriters before the expected loading date, then Sellers or Buyers, as the case may be, shall give to the other immediate telegraphic notice thereof, whereupon, unless before the said expected loading date Sellers receive notice that Buyers require the goods to be shipped uninsured, the contract shall be cancelled to the extent of such intended shipment.

If Buyers call upon Sellers to ship the goods uninsured they shall provide, before the goods are put on board, such security for payment as may be required by Sellers or their Agents and, goods lost or not lost, shall pay against presentation of documents the value of the goods shipped at contract prices less unpaid freight.

Policies issued outside the U.K.

9. Where it is intended to tender policies issued outside the United Kingdom there shall be an obligation upon Sellers to ensure that they contain the following clauses:—

- (a) Lloyd's standard printed form of policy together with the current Timber Trade Federation Clauses shall be deemed to be the basis of this insurance and, notwithstanding anything to the contrary herein contained, shall override all terms and conditions of this Policy inconsistent therewith.
- (b) Any question as to the interpretation of this Policy shall be settled according to English Law, the parties hereto agreeing that the English Courts or, in the case of a claimant resident in Scotland, the Scottish Courts shall have jurisdiction to the exclusion of all other Courts to deal with any disputes arising under this Policy.
- (c) United Kingdom Settlement — Names of any paying Bankers and/or Agents in the United Kingdom to whom notice of claim is to be sent and who are authorised to pay claims or accept service of proceedings in the English Courts or the Scottish Courts as the case may be on behalf of the Assurers, are

If the contract provides for the insured value in a currency other than sterling then the policy shall provide as follows:—

- (d) Settlement of claims under this Policy shall be in sterling at the rate of exchange ruling for sight bills on London as at the date of this Policy.

Payment and Freight

10. Any freight advances in accordance with the Charterparty to be included in the invoice and Master's receipt endorsed upon the Bills of Lading.

Buyers shall pay freight less advances, if any, according to Charterparty or Bill of Lading and shall pay to Sellers or their Agents the invoice value (after deduction by Sellers of total freight), in London, on receipt of and in exchange for shipping documents including on-board Bills of Lading and policies of insurance as per Clause 8.

The deduction of freight in the invoice shall be at the net rate only and shall not include the charges which are payable under the Charterparty for delivery beyond the ship's rail or tackle, unless otherwise provided for in the contract.

If the documents are not presented to Buyers prior to the arrival of the vessel, Buyers shall nevertheless take up the documents on presentation, but any charges incurred through delay in presentation of documents unless due to causes beyond Sellers' control shall be payable by Sellers unless previous sufficient particulars of shipment have been supplied to enable the consignment to be handled without delay or extra expense.

Exceptions.

11. In case the manufacture and/or shipment and/or sea transport of any of the goods specified in the contract should be delayed or hindered by reason of fire or through an accident to mill and/or timber yard and/or yard at port of loading or through drought, ice, flood, strike or lock-out, mobilisation, or through any other cause beyond Sellers' control (causes mentioned in Clause 12 excepted) 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.

If shipment of the whole or part is thereby effectively rendered impossible within six weeks of the stipulated time of shipment, Sellers shall give prompt notice to Buyers and the contract shall be cancelled to the extent of any unshipped portion, but if within seven days of the receipt of such notice Buyers so elect they shall have the right to take the goods that are available at the stipulated c.i.f. price less cost of insurance and freight at the rates ruling when the contract was closed, and on the conditions and terms of the said current "UNIFORM" Contract Form, the drawing date of approximate payment, unless goods have been removed earlier, being six weeks from the date such election is exercised.

(Clauses 12-21 overleaf.)

War, etc.	<p>12. Should prohibition of export or import (other than export or import conditional only upon licence), war or blockade at any time prevent shipment within the time stipulated or within such extended time as provided in Clause 4 or 11 or as otherwise mutually agreed upon, the contract, or any unfulfilled part thereof, to be cancelled.</p> <p>If through any of the reasons enumerated in this Clause a rise in rates of the sea freight should occur exceeding 10 per cent as compared with the rates ruling when the contract was closed, Sellers have the right of cancelling the contract if Buyers do not declare themselves willing to pay the extra freight over and above the 10 per cent and any extra insurance. Such declaration to be given to Sellers, directly or through their Agents, within three working days of receipt of Sellers' notice of the said increase.</p>
Passing of property.	13. Property in goods to be deemed for all purposes, except retention of Seller's lien for unpaid purchase price, to have passed to Buyers when goods have been put on board the vessel.
Bills of Lading.	<p>14. The number of Bills of Lading shall not exceed 10 per 500 cubic metres unless otherwise agreed prior to the issue of loading orders, the additional cost of which to be mutually agreed at the same time.</p> <p>If Master calls for margin, Buyers authorise Sellers to load such margin on separate Bills of Lading.</p> <p>The cargo shall be sent alongside in such a manner as to enable Master to keep separate the cargo under each Bill of Lading. Quantities of 250 cubic metres or less for which a separate Bill of Lading is required shall be delivered to the vessel at one and the same time so as to enable Master to make one stowage of that Bill of Lading in the vessel unless part is stowed on deck.</p> <p>If it should come to Sellers' notice that packaged goods have been broken open during loading they shall forthwith advise Buyers and make a written protest to the Master sending a copy to Buyers.</p>
Dead Freight.	15. Sellers guarantee to pay all dead freight admitted or proved to have been caused at the loading port by their default. If there is any such claim made against Buyers or Bill of Lading holders, Buyers shall give prompt notice thereof in writing to Sellers or their Agents. Sellers shall, within ten days after receipt of such notice, either pay the claim or give to Buyers an approved guarantee to indemnify them for any amount and costs which may be awarded to the Shipowners in respect of such claim and for interest at 2 per cent above the Base Rate of the Buyers' Bank for the time being in force on any deposit in respect of such claim made to release the goods. In case of arbitration or lawsuit on such claim Buyers to follow the reasonable instructions of Sellers with regard to the defence and Sellers shall supply all necessary evidence and documents in support thereof.
Demurrage.	<p>16. Sellers undertake to bring the cargo alongside the vessel in the customary manner as fast as the vessel can receive and stow during the ordinary working hours of the port, in Sweden one shift only and in Finland one or two shifts as specified below (Saturday afternoons, Sundays, general and local holidays excepted unless used in which case actual time used to count), but shall not be bound to bring alongside more per weather working day than the appropriate quantities set out in the schedule agreed between the United Kingdom Timber Trade Shipowners' Mutual Association Ltd., the Finnish Sawmill Owners' Association and the Swedish Wood Exporters' Association and current at the date of the Charterparty. "Weather working day" shall mean a calendar day of 24 consecutive hours when work would normally be undertaken weather permitting. If weather interrupts loading the period of such interruption shall not count as laytime.</p> <p>Subject to the provisions of Clauses 3(b) and 8(e) of the Charterparty laytime shall commence when the vessel is ready to load and written notice of readiness has been given to the Sellers or their Agents, whether in berth or not.</p> <p>If, when the harbour is working one shift only, the notice is given before 10.00 time shall commence at 14.00 and if notice is given after 10.00 time shall commence at the commencement of the next working day. If, when the harbour is working two shifts the notice is given before 10.00 time shall commence at the commencement of the second shift and if notice is given after 10.00 time shall commence at the commencement of the first shift next working day.</p> <p>Notice may only be given in ordinary office hours. If the vessel arrives at the loading port earlier than the date notified, Sellers are not compelled to have the cargo brought alongside before 14.00 when the harbour is working one shift, or before the commencement of the second shift on the notified day of arrival, if not otherwise agreed upon between Sellers and the Master of the vessel.</p> <p>Laytime shall not run during the period of any delay in loading due to shortage of stevedores or to the vessel's inability to receive and stow at the rate at which Sellers are bound to bring the cargo alongside in accordance with the first paragraph of this Clause, or to any cause whatsoever beyond Sellers' control. If the laytime is exceeded demurrage shall be paid by Sellers at the rate set out in the Schedule previously referred to in this Clause.</p> <p>Buyers shall pay or cause to be paid the demurrage contribution payable under Clause 19(b) of the "Nubaltwood" Charterparty.</p>
Licences.	<p>17. 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.</p> <p>If either party having made application has failed to obtain the requisite licence by the date stated in the contract, he shall have the right to cancel the contract provided prompt notice is given to the other party.</p> <p>If a party has not notified the other party by the above date that the requisite licence has been granted, the last-mentioned party has the right of cancelling the contract subject to prompt notice being given.</p> <p>If any requisite licence has been refused to a party or if a licence although granted is subsequently cancelled prior to shipment, such party shall forthwith advise the other party by telegram and either party shall have the right of cancelling the contract provided that notice of cancellation is given, in the case of the first-mentioned party, in the said telegram and, in the case of the other party, promptly on receipt thereof.</p>
Claims.	<p>18. No claim for quality and/or condition will be recognised by Sellers unless reasonable particulars are given to Agents within three months from date of vessel's final discharge. The onus shall be upon Buyers to show that proper care has been taken of the goods during this period. No other claim will be recognised by Sellers on any goods shipped under this contract unless reasonable particulars are given to Agents within six months of vessel's final discharge.</p> <p>No claim for quality shall be recognised on any item or part item shipped which has been broken into, but otherwise Buyers shall be at liberty to deal with any item or part item on which there is no such claim without prejudice to their right to claim on any intact item or part item under the arbitration clause. An item or part item shall be considered to be intact if it can be produced to the Arbitrator(s) and Umpire in its entirety as discharged.</p> <p>An item shall mean all goods of the same dimension, quality and description. Where an item is split up on different Bills of Lading the part of the item shipped on each Bill of Lading is referred to as a part item.</p> <p>On any claim for condition including discolouration Buyers are at liberty to deal with any portion of the goods on which there is no claim, the claim for condition including discolouration being confined to the quantities which the Buyers can produce to the Arbitrator(s) and Umpire.</p> <p>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. All such statements are without prejudice and conditional on the facilities for inspecting the goods.</p> <p>Sellers shall be liable in damages to Buyers in respect of all loss, damage and expense suffered by Buyers as a consequence of non-delivery for which Sellers are liable, provided that, in any case where Sellers can establish that such non-delivery did not result from a deliberate act on their part, then such damages shall be deemed to be equal to 10 per cent of the contract price of the goods the subject-matter of the claim. Where the claim is in respect of the non-delivery of any complete item or items of the contract the mean quantity shall be taken for the basis of a claim without regard to margins.</p>
Rejection.	19. Buyers' rights of rejection shall not be exercised where the claim is limited to questions of dimensions and/or quality unless the shipment or Bill of Lading as a whole (if the claim is to reject such shipment or Bill of Lading) or the item or part item (if the claim is to reject such item or part item) is not in respect of such heads of claim a fair delivery under the contract from a commercial standpoint of which, in the event of dispute, the Arbitrator(s) or Umpire are to be the sole and final judges.
Arbitration.	<p>20. Any dispute and/or claim regarding shipped goods which it may be found impossible to settle amicably shall be referred to arbitration to be held in the country of destination of the goods and, except as otherwise herein provided, to be conducted according to and governed by the law of that country, and the application of the Uniform Law on the International Sale of Goods to this contract is hereby entirely excluded. Where the claim is for quality and/or condition and has not been settled amicably within ten days after receipt of claim as stated in the first paragraph of Clause 18 either party may at once proceed to arbitration.</p> <p>If agreed by the parties the reference shall be to a sole Arbitrator but failing such agreement the reference shall be to two Arbitrators one to be appointed by each party.</p> <p>If the parties fail to agree on the person who should be appointed sole Arbitrator or, if, where the reference is to two Arbitrators, either party fails to appoint their Arbitrator within seven days after being requested through the Agents under the contract so to do, then the Arbitrator shall be appointed by the President or failing him by the Vice-President of the Timber Trade Federation on the application of either party. The said Arbitrators shall be members of the Timber Trade or Arbitrators recognised by the Timber Trade Federation or by the Finnish Sawmill Owners' Association or by the Swedish Wood Exporters' Association.</p> <p>Where the reference is to two Arbitrators and they fail to agree upon an Award they shall appoint an Umpire. Should they fail to agree as to such appointment, then each Arbitrator shall select one name from a list of 10 persons. In the case of Finnish goods the list shall comprise 5 persons designated by the Finnish Sawmill Owners' Association and the other 5 by the Timber Trade Federation. In the case of Swedish goods the list shall comprise 5 persons designated by the Swedish Wood Exporters' Association and the other 5 by the Timber Trade Federation. The person to act as Umpire shall be the name drawn by lot from the two so selected by the Arbitrators. Should the person so chosen by lot be prevented from acting the Arbitrator who selected that name may thereupon appoint another person from the relevant list who shall act as Umpire. The lists in question may be revised on May 1st each year but vacancies occurring during a year shall be filled by the Association concerned.</p> <p>Disputes in respect of goods sold for delivery in Scotland to a Buyer whose registered office or principal place of business is in Scotland shall be governed by the Arbitration (Scotland) Act 1894. However, it shall not be competent to an Arbitrator to state a case for the opinion of any Court notwithstanding Section 3(1) of the Administration of Justice (Scotland) Act 1972, or any modification or re-enactment thereof. For the avoidance of doubt it is hereby declared that such Arbitrator(s) shall have power to award damages and interest thereon.</p> <p>Inspection by the Arbitrator(s) or the Umpire, as the case may be, of the goods claimed upon shall take place within fourteen days after their appointment, unless they consider inspection unnecessary, and the award shall be made within two months of the appointment of Arbitrator(s).</p> <p>An award shall be final and binding upon both parties. The costs of such arbitration shall be left to the discretion of the Arbitrator(s) or Umpire. In deciding as to costs the Arbitrator(s) or Umpire shall take into consideration the correspondence between the parties relating to the dispute and their respective efforts to arrive at a fair settlement.</p> <p>Any other dispute and/or claim whatsoever arising out of this contract which cannot be settled amicably shall be referred to arbitration. Such arbitration shall be held in England and conducted in accordance with the English Arbitration Acts 1950, 1975 and 1979 or any subsisting statutory modification thereof or substitution thereof. Such Arbitrators and their Umpire need not be members of the Timber Trade. In all other respects the provisions of this Clause shall apply.</p> <p>This Clause applies to contracts for shipment to the United Kingdom and the Republic of Ireland only.</p>
Notice.	<p>21. 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 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.</p> <p>Wherever the word 'telegram' appears in the contract or in these General Conditions it shall be deemed to include 'telex'.</p>



LINER PARCEL AMENDMENTS TO 'ALBION' (1982) CONTRACT FORM

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GENERAL TERMS, CONDITIONS AND WARRANTIES

Chartering etc. — Clause 4:

Delete Marginal Heading and substitute "Shiproom etc."

Delete entire Clause and substitute:-

"Shiproom 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 vessel and any substitute vessel, promptly advise Buyers by telegram or airmail of the name of the vessel when known. Buyers undertake that full loading orders shall be in Agents' hands not later than 15 working days before the time of shipment stipulated in the contract.

If it is apparent from the Bills of Lading that the Master has failed to load the vessel in accordance with Buyers' loading instructions Sellers shall forthwith advise Buyers of all variations therefrom and make a written protest to the Master, sending a copy thereof to Buyers.

If Owners give notice that the vessel whether original or substituted cannot be ready to load within 6 weeks after the stipulated time of shipment or if without such notice the vessel 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 vessel shall not arise if they have substituted or have the intention to substitute another vessel.

Should any vessel 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 booking space in another vessel in substitution for loading within the stipulated time or six weeks thereafter or of cancelling the contract to a corresponding extent upon giving prompt notice to Buyers leaving however Buyers the right to take the goods at the stipulated c.i.f. price less cost of insurance and the rate of freight whereat tonnage lost has been secured, and on the conditions and terms of the current 'UNIFORM' contract form, adopted by the respective Associations, the drawing date of approximate payment unless goods have been removed earlier being six weeks from the date of such right being exercised.

Sellers shall not be liable for any loss suffered by Buyers from delay in shipment caused by circumstances beyond Sellers' control.

The Bills of Lading shall be in customary liner terms."

Margin for Chartering — Clause 6:

Delete entire Clause.

Insurance — Clause 8:

First paragraph, first line:—

Delete "(less the balance of freight payable by Buyers in accordance with Clause 10)"

Payment and Freight — Clause 10:

Delete first paragraph and substitute:-

"Any unpaid freight in accordance with the Bill of Lading to be deducted in the invoice.

Delete second paragraph and substitute:—

"Buyers shall pay any unpaid freight according to Bill of Lading and shall pay to Sellers or their Agents the invoice value, in London, on receipt of and in exchange for shipping documents including policies of insurance as per Clause 8."

Third paragraph, first line:-

Delete "Charterparty" and substitute "Bill of Lading".

Demurrage — Clause 16:

Delete entire Clause.