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Contract No .....

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

## C. & F. CONTRACT FORM "SCANCOF 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 .....

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

**Shipment** The goods are to be shipped at ..... (port of loading)

to ..... (port of destination) always afloat,

by ship(s) expected by Owners ready to load about a certain date during .....

..... (time of shipment).

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

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

**Payment** Payment shall 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 Letter of Credit shall be in Sellers' hands not later than 2 months 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.

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

### SPECIFICATION AND PRICES:

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

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

.....  
Sellers

.....  
Buyers

**"SCANCOF 1976"**  
**GENERAL CONDITIONS**

<b>Price basis</b>	1) The prices are per cubic metre (nominal measure of planed goods) and include first cost and freight to the port of destination.
<b>Measures</b>	2) Lengths, widths and thicknesses are in metric measure. The lengths are to be 1,80 metres and up with increments of 0,30 metres.
<b>Bracking Seasoning</b>	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.
<b>Loose, truckbundled and length-packaged goods</b>	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. Length packaged 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.
<b>Shiproom</b>	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 and send them a copy of the Charter Party or Booking Note. 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 terms allowing shipment on deck of up to one-third of the total contract quantity.
<b>Variation in Seller's option</b>	6) Any or every item may be varied by 10% more or less in Sellers' option, always provided that the total quantity is not varied except under the provisions of Clause 7. Such option shall apply also to overlying goods.
<b>Margin for chartering</b>	7) 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.
<b>Loading orders</b>	8) Full loading orders are to be in Sellers' hands not later than two weeks before the time of shipment stipulated in the contract.
<b>Passing of property</b>	9) 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.
<b>Exceptions</b>	10) 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 the sawmills or yards or through drought, ice, flood, strike or lockout, 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 damage resulting to Buyers therefrom. If shipment of the whole or part is thereby effectively rendered impossible within eight 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 cost and freight price less freight at the rate ruling when the contract was closed, and on the conditions and terms of the current SCANFAS Contract Form, the drawing date of approximate payment, unless goods have been removed earlier, being six weeks from the date such election is exercised.
<b>Licences</b>	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.
<b>Deadfreight and demurrage</b>	12) Sellers guarantee to pay all deadfreight and demurrage admitted or proved to have been caused by them at the loading port. Demurrage at the port of discharge to be borne by Buyers.
<b>Claims</b>	13) 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 two weeks 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 of percentages and of the amount claimed.
<b>Arbitration</b>	14) 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.
<b>Telegram Telex</b>	15) Wherever the word "telegram" appears in the Contract or in these General Conditions it shall be deemed to include "telex".
<b>Notice</b>	16) 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.