



COPYRIGHT
'UNIFORM'
(1982)

Contract No _____

Date _____

Softwood (F.A.S.) 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 specification and at the prices set out on the back hereof subject to the terms, conditions and warranties set out below and to the " 'UNIFORM' 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

To be loaded at _____

and to be ready for shipment on the _____

(referred to in the General Conditions as "the ready date").

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.

Payment

Payment to be made in London in cash less 2½ per cent at three days sight of and in exchange for shipping documents including on-board Bills of Lading or, subject to agreement at 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.

Sellers' time limit for completing contract

(see Clause 11 of General Conditions) _____ from the ready date.
(if not filled in: six weeks)

Date for obtaining licences

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

Liner Shipment

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

SPECIFICATION AND PRICES

Sellers

Buyers



'UNIFORM' GENERAL TERMS, CONDITIONS AND WARRANTIES 1982.

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

COPYRIGHT

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.

Price basis.

1. The prices are per cubic metre (if planed goods in nominal measure) delivered free alongside the vessel.

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 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.

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 Vith 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 alongside 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 provided in due time by Buyers. Buyers undertake that at least 9 consecutive days (relevant excepted days as per "Nubalwood" Charterparty excluded) notice shall be given to Sellers direct before arrival of any vessel to load stating vessel's name and Charterer's name. Buyers undertake that full loading orders and Charterparty, which shall be on the form of "Nubalwood" last accepted by the respective Associations as being the document on which chartering has to be effected, shall be in Agents' hands not later than 15 working days before the notified due date of vessel's arrival.

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 due care has not been exercised by Master in giving notice of the probable date of vessel's arrival, Buyers are responsible for all charges due to non-arrival of the vessel on the date stated in the said notice.

Buyers are bound to get inserted in the Charterparty a clause that on arrival at port of loading Master has to give written notice of the approximate quantity of cargo required in Sellers' ordinary office hours only.

Margins in Sellers' Option.

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 Buyers 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. This margin does not apply to overlying goods unchartered for or to over-wintering goods. Should Buyers under this clause demand an increase of total contract quantity, Sellers to give such increase in contract sizes, though 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 & 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.

Risk and insurance.

8. The risk of loss or destruction of any of the goods or of damage to any of the goods so extensive as to render it impossible to ship the damaged goods in the form intended on the carrying vessel shall be upon Sellers until the goods are delivered alongside the vessel. In all other respects notwithstanding that this sale is made on f.a.s. terms the goods shall be at the risk of Buyers from the commencement of the transit as defined in Clause 1 of the Timber Trade Federation Clauses and Institute Strikes Clauses (Timber Trade) including Riots and Civil Commotions.

Marine insurance of cargo and freight advance to be covered by Buyers as per Lloyd's Form of Policy together with current Timber Trade Federation Clauses and Institute Strikes Clauses (Timber Trade) including Riots and Civil Commotions. Such insurance to attach as and when the goods are delivered alongside the vessel.

The obligation to insure against War Risks shall be on the Buyers, who shall, if required by Sellers or Agents, deposit with them before the goods are put on board a cover note or policy of insurance effected with Lloyd's or a first-class British Company covering the cargo and freight advance against such risks. If these risks are not coverable or for any reason Buyers do not cover against these risks they shall provide before goods are put on board such security for payment as may be required by Sellers or Agents and, goods lost or not lost, shall pay against presentation of documents the value of the goods shipped at contract prices plus freight advance, if any, payable under the Charterparty.

Buyers shall, if requested, at any time after their obligations to insure as above have arisen, furnish Agents with sufficient proof of such insurance having been effected.

Overlying goods.

9. Should any of the goods not be removed by the date (hereinafter called the "drawing date") six weeks from the ready date payment to be made in the manner provided in the contract but against approximate invoice of the drawing date and, provided not less than seven days notice prior to the drawing date has been given to Sellers or their authorised 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 the Buyers. The cost of the said guarantee shall be borne by Buyers up to a maximum of 1½ per cent. Fire insurance on any such goods to be covered by Sellers.

Buyers' liability to pay for the goods under this Clause shall, however, be suspended if the failure to remove the goods is due to any of the contingencies covered by Clause 11 and the drawing date shall be postponed for a period equivalent to the duration of the delay provided that ice hindrance shall not be a cause for suspension of payment unless shipment of the goods has already been delayed by any other contingency specified in Clause 11.

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 0.75 per cent of the contract value of the goods per month or part of a month.

If, however, a cause beyond Buyers' control other than ice prevents the lifting of the goods at any time after the rent has become payable Buyers shall pay rent at half of the above rate until such cause ceases to operate.

In case goods sold ready for shipment per 15th November or later in the season and chartered for loading within a week after the ready date cannot be shipped on account of ice hindrance the rent provision in the third paragraph of this Clause shall not apply until the port concerned be declared open for the size of vessel required to lift the goods under the contract.

Unless over-wintered goods are specified in the contract Sellers may, when executing delivery of goods after the drawing date, deliver goods of later production and/or overlying goods ready for shipment at the drawing date (hereinafter referred to as "overlying goods").

When delivering overlying goods Sellers shall not be responsible for any deterioration of the goods caused by the 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.

Late receipt of documents.

10. 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 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. In such event only, Sellers have the right, during the time limit stated in the contract, 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 the following 15th May.

If, however, the manufacture and/or shipment of the goods specified in the contract be prevented by destruction of mill and/or timber yard and/or yard at port of loading, Sellers have the option, to be promptly declared by telegram, to cancel the contract without responsibility for any damage arising therefrom.

War, etc.

12. Should prohibition of export or import (other than export or import conditional only upon licence), war or blockade at any time before the drawing date, original or postponed according to Clause 9, or as otherwise mutually agreed upon, prevent Sellers from manufacturing and/or shipping or Buyers from lifting the goods, the contract shall be cancelled for any unpaid goods.

(Clauses 13-21 overleaf)

Passing of property.	13. Property in goods to be deemed for all purposes, except retention of Sellers' 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 two 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 Limited, 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 therefor. 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 'UNIFORM' (1982) 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.

GENERAL TERMS, CONDITIONS AND WARRANTIES

Chartering etc. — Clause 4:

Delete Marginal Heading and substitute "Shiproom, etc."

Delete entire Clause and substitute:-

"Shiproom to be provided in due time by Buyers. Buyers undertake that full loading orders, copy of the Booking Note and vessel's name and line shall be in Agents' hands not later than 15 working days before expected date of vessel's arrival. If it is apparent from the Bills of Lading that the Master has failed to load the vessel in accordance with the Buyers' loading orders, Sellers shall forthwith advise Buyers of all variations therefrom and shall make written protest to the Master or Owners' Agents sending a copy thereof to Buyers.

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

Margin for Chartering — Clause 6:

Delete entire Clause.

Risk and Insurance — Clause 8:

Second paragraph:

Delete first sentence and substitute:-

"Marine insurance of cargo and of such freight that has been pre-paid or is payable ship and/or cargo lost or not lost to be covered by Buyers as per Lloyd's Form of Policy together with current Timber Trade Federation Clauses and Institute Strikes Clauses (Timber Trade) including Riots and Civil Commotions."

Third paragraph:

First sentence, *delete* "covering the cargo and freight advance" *and substitute* "covering cargo and such freight that has been pre-paid or is payable ship and/or cargo lost or not lost".

Second sentence, *delete* "plus freight advance, if any, payable under the Charterparty" *at end, and substitute* "plus freight paid or payable under the Bill(s) of Lading".

Overlying goods — Clause 9:

Fifth paragraph, *delete* "chartered" *and substitute* "booked".

Demurrage — Clause 16:

Delete entire Clause.
