

## OPTIONAL AND SPECIAL CLAUSES

### FOSFA EXTENSION OF SHIPMENT CLAUSE - CONTRACT No 54

HH54

The following clause is for optional use with Contract No 54, revised and effective from 1st September 2008.

When the contract shipment period does not exceed 31 days the period of shipment can, at the request of the shipper, be extended by an additional period not exceeding 8 days, provided notice is given to the Buyer by any means of rapid written communication, of his intention to claim such extension not later than the first business day following the last day of the original contract shipment period. Successive Buyers must pass on this notification with due dispatch. The Seller need not state the number of additional days claimed, but the contract price shall be reduced as follows by:-

½% for 1, 2, 3 or 4 days, or 1% for 5 or 6 days, 1½% for 7 or 8 days.

If the Seller requests an extension and fails to ship within the 8 days, the original contract shipment period shall be considered to have been extended by 8 days and the contract price reduced by 1½%.

### FOSFA CONTRACT No 54

NN

The following clause is deemed to be incorporated in contracts for Malaysian palm kernel oil and became effective on and from 1st September 1982.

ADJUSTMENT OF OUTTURN CLAUSE: whenever the quantity delivered at destination differs from the mean contract quantity, the surplus or deficiency shall be settled as follows:

Up to and including the first 2% of variation from the mean contract quantity at contract price; the variation above 2% of the mean contract quantity at market price on day of arrival of ship at port of discharge, which is to be agreed between Buyers and Sellers, or determined by FOSFA.

The weight delivered at destination referred to in this clause shall be the weight established, less any moisture and/or impurities arising from external causes after loading.

### FOSFA CONTRACT No 80

AS37

This clause is deemed to be incorporated into the Contract, where such Contract is for oil of Malaysian or Indonesian origin, and becomes effective from 1st March 2001.

EXTENSION OF SHIPMENT/CONTINUOUS LOADING: Where the contract shipment period does not exceed 31 days the period of shipment shall, at the request of Sellers, be extended by an additional period not exceeding 8 days provided notice is given to Buyers of their intention to invoke the continuous loading provisions or claim such extension not later than the first business day following the last day of the original contract shipment period. Successive Sellers must pass on this notification with due dispatch. Sellers shall at the same time nominate the ship they intend to load and shall provide, together with shipping documents, satisfactory evidence that the ship was originally booked with lay days/cancelling within the original contract shipment period.

No allowance shall be payable provided the ship commenced loading at the loadport from which the goods appropriated under this contract are shipped during the contract shipment period and provided loading is completed within 5 days of the end of the original contract shipment period.

If loading did not so commence or, having commenced, did not complete within the said 5 days, Sellers shall make an allowance to their Buyers, on the quantity not loaded, to be deducted in the invoice from the contract price, as follows:

½% for 1, 2, 3 or 4 days

1% for 5 or 6 days

1 ½% for 7 or 8 days.

If Sellers invoke the continuous loading provisions or claim an extension and fail to ship within the 8 days, the original contract shipment period shall be considered to have been extended by 8 days and the contract price reduced by 1½%.

Should Sellers not claim the above extension and fail to ship within the contract period any penalty whether arrived at by amicable settlement or arbitration shall not be related to the allowances of this clause.

Where the conditions of this clause are invoked Sellers undertake not to load on the same ship similar goods sold for the then current shipment period, without the prior consent of Buyers.

### FOSFA/PORAM/MEOMA CONTRACT No 81

AS38

The following clause becomes effective on and from 1st March 2001 and is for use when agreed between Buyers and Sellers.

The FOSFA Qualifications and Operational Procedures for Ships Engaged in the Carriage of Oils and Fats in Bulk for Edible and Oleo-Chemical use, the FOSFA Certificate of Compliance, Cleanliness and Suitability of Ship's Tank, the FOSFA Combined Masters Certificate and the FOSFA List of Banned Immediate Previous Cargoes shall be those in force at the date of the contract.

### FOSFA INTERNATIONAL

AS39

The following clause becomes effective on and from 1st June 2002 and is for use when agreed between Buyers and Sellers.

The Seller warrants that neither they, nor their supplier or agents or representatives have added any animal proteins or animal fats to the goods.

### FOSFA INTERNATIONAL - SAMPLING AND ANALYSIS CLAUSE

AS40

The following clause is for optional use and applicable to the clause in Contract Nos 52, 53, 54, 80, 201 and 202 and became effective on and from 1st September 2003.

Pre-shipment and at loading samples shall be retained by Sellers superintendents for a period of six months from the date of the Bill of Lading.

### FOSFA INTERNATIONAL - B(a)P SPECIFICATIONS FOR CRUDE COCONUT OIL - CONTRACT No 54

AS41

The following clause becomes effective on and from 1st April 2005 and is for use when agreed between Buyers and Sellers.

For oil with a Benzo(a)Pyrene content above 50 ppb at discharge, Sellers shall pay to Buyers an allowance of 0.1% of the contract price for each ppb above the basis of 50 ppb, fractions in proportion.

### FOSFA INTERNATIONAL

AS9

The following clause becomes effective on and from 1st October 2005 and is for use when agreed between Buyers and Sellers.

The immediate previous cargo in the tank/s, lines and pump systems receiving the oils or fats shall have been a product on the FOSFA List of Acceptable Previous Cargoes in force at the date of the Bill/s of Lading. The Restrictions beyond the Immediate Previous Cargo on the FOSFA List of Acceptable Previous Cargoes shall apply. The statements referring to previous cargoes called for under the Payment and Shipping Documents Clause shall certify to this effect. The reference therein relating to the Banned List shall not apply.

### FOSFA INTERNATIONAL

EU1

The following clause becomes effective on and from 1st September 2019 and is for use in respect of oils and fats intended for human consumption sold for shipment to ports in the European Union.

#### GOODS WHICH ARE TO BE PROCESSED

In addition to the provision of FOSFA Optional Clause AS9, the latest version of Commission Regulation (EU) 579/2014 or Successive Regulations shall apply in respect of previous cargoes. This Regulation does not recognise new or fully recoating of tanks events.

**FOSFA INTERNATIONAL****EU2**

The following clause becomes effective on and from 1st September 2019 and is for use in respect of oils and fats intended for human consumption sold for shipments to ports in the European Union.

**GOODS WHICH ARE NOT TO BE PROCESSED**

In addition to the provision of FOSFA Optional Clause AS9, the latest version of Commission Regulation (EU) 579/2014 or Successive Regulations shall apply in respect of previous cargoes. This Regulation does not recognise new or fully recoating of tanks events.

**FOSFA INTERNATIONAL - C&F CLAUSE - CONTRACT Nos 2, 3, 5, 9, 11, 11A, 13, 16, 24, 25, 29, 36, 54 and 76****AS42**

The following clause becomes effective on and from 1st September 2008 and is for use when agreed between Buyers and Sellers.

**NOMINATION OF VESSEL/S**

At a date agreed between the Parties but in any event prior to the commencement of loading, the Seller shall nominate the intended carrying vessel/s to the Buyer. The vessel/s nominated shall comply with the terms of the Institute Classification Clause and any other requirements as set out in the contract.

The Seller is entitled to substitute the nomination/s provided that the substituting vessel/s comply with the terms of this clause.

**INSURANCE**

The Insurance Clause and War Risk Clause of the corresponding CIF contract are deleted.

Buyer shall be responsible for obtaining marine insurance and war risks insurance cover and shall, if required by Seller, provide evidence to Seller prior to the commencement of loading that he has obtained suitable cover. If Buyer refuses or fails to provide evidence, the Seller is entitled (but not obliged) to cover insurance on the same terms as the corresponding FOSFA CIF contract at the Buyer's expense.

All terms and conditions relating to Insurance in the Payment Clause of the corresponding CIF contract shall not apply.

Where the contract states "cost insurance freight" it shall be read as "cost and freight".

**FOSFA INTERNATIONAL - FATTY ACID METHYL ESTERS - CONTRACT No 51****AS43**

The following clause becomes effective on and from 1st April 2008 and is for use when agreed between Buyers and Sellers.

- (i) All references in the contract, to oil, shall read Fatty Acid Methyl Esters (FAME).
- (ii) Standard and/or Specifications to be agreed by Buyers and Sellers.
- (iii) Reference to analysts shall mean Argentinean analysts who are Full Analyst Members (Category L1) of FOSFA International and represented in the Oils and Fats Section.

**FOSFA INTERNATIONAL - SAMPLING AND ANALYSIS CLAUSE - CONTRACT Nos 51, 52, 53, 54, 55, 56, 57, 80, 82, 93, 201 and 202****AS44**

The following clause becomes effective on and from 1st September 2010 and is for use when agreed between Buyers and Sellers.

Landtank Samples: In addition to the samples to be drawn for contamination purposes as per the Sampling and Analysis Clause, five pre-shipment samples from each supplying unit (landtank, tankcar, railcar, barge or other) shall be drawn immediately prior to loading. These samples are to remain sealed with Sellers' superintendent at origin but be available on demand to any receiver in the event of a contamination claim. Samples to be kept for three months from date of Bill of Lading.

**FOSFA INTERNATIONAL - DOCUMENTS BYPASS (STRING) - CONTRACT No 53****AS45**

The following clause became effective on and from 1st April 2019 and is for use when agreed between Buyers and Sellers.

In case of re-sales in string any party involved may propose a documents bypass whereby the first or a subsequent Seller is to present documents at his own price directly to the last or a previous Buyer. Such proposal to contain names of Sellers and Buyers in the string. Each party shall settle price differentials with their counter-party based on the sales price of the first seller involved in the documents bypass.

All parties in the string may in their own absolute discretion refuse or agree without prejudice to their rights and obligations under their own contract, and the proposal will be declared in force only if all parties in the string have confirmed their agreement, otherwise it will be declared failed, either declaration to be notified without delay to all parties involved by the party having made the original proposal.

Parties shall have the right to withdraw their consent by giving such notice to all parties in the string but only up to the time at which the documents bypass has been declared to have come into force. If a bypass proposal is declared in force it shall be deemed to have transferred automatically from the first to the last Buyer the obligation to pay for the goods and, to cover insurance in accordance with the Insurance Clause above. Likewise, the acceptance of a string proposal by the parties other than the first Seller and the last Buyer shall be deemed to constitute their firm commitment to pay any price differentials and other monies due.

To permit settlement of price differentials the end Buyer in the string shall without delay confirm receipt of shipping documents and the exact quantity shipped to all parties involved, and price differentials shall then be paid within 48 hours from receipt of the relevant debit note. Despite agreeing without prejudice to a documents bypass proposal, all the parties' rights and obligations under their individual contracts, save as amended by operation of the agreed bypass, shall remain fully in force. Prior to the presentation of documents to the end Buyer any party in the string may in the event of unforeseen and serious circumstances, including the insolvency or threatened insolvency of any party in the string, withdraw agreement giving immediate notice of such withdrawal to all other parties. The documents shall then be presented through the string between individual counter-parties. Should the nominated ship(s) and/or barges(s) for a string already in force be substituted, totally or in part, the first Seller is under no obligation to commence loading the substitute ship(s) and/or barges(s) prior to receipt of his own counter-party's agreement.

In the event of a dispute arising all parties to the agreement of the established documents bypass accept to be bound by the Arbitration and Bankruptcy/Insolvency Clauses of FOSFA Contract No 53, with Arbitration as specified in the FOSFA Rules of Arbitration and Appeal. English Law and Domicile to apply notwithstanding any other law or domain to the contrary in respect of any or all disputes arising from the sale or movement of these goods.