

# Addendum No.23A

Copyright  
THE GRAIN AND FEED TRADE ASSOCIATION

## ADDENDUM FOR F.A.S. TERMS (Free Along Side)

*\*delete/specify as applicable*

Date.....

These terms are an addendum to and forming part of contract dated .....No:.....

**Delete:** The Quantity, Price, Delivery and Extension of Delivery Clauses in the appropriate F.O.B. contract and replace by the following:-

**QUANTITY**..... 5% more or less, or 10% more or less at Buyers' option.

Excess or deficiency over 5% shall be settled at the FAS .....  
price on date of delivery; value shall be fixed by arbitration unless mutually agreed.

**PRICE** at ..... per tonne of 1000 kilograms, free along side.

### DELIVERY

\*Buyers shall tender vessel(s) in readiness to load between .....both dates inclusive.

\*Sellers shall be entitled to receive at least ..... consecutive days' notice of probable readiness of vessel and of the estimated tonnage required. Bill of lading shall be considered proof of delivery in the absence of evidence to the contrary. In case of re-sales, a provisional notice shall be passed on without delay, where possible by telephone and confirmed by email or telefax on the same day

### EXTENSION OF DELIVERY

The contract period of delivery shall be extended by an additional period of not more than 21 consecutive days, provided that Buyers serve notice claiming extension not later than the next business day following the last day of the delivery period. In this event Sellers shall carry the goods for Buyers' account and all charges for storage, interest, insurance and other such normal carrying expenses shall be for Buyers' account.

Any differences in export duties, taxes, levies etc, between those applying during the original delivery period and those applying during the period of extension, shall be for the account of Buyers. If required by Buyers, Sellers shall produce evidence of the amounts paid. In such cases the Duties, Taxes, Levies Clause shall not apply.

Should Buyers not have taken delivery by the end of this extension period, Sellers shall have the option of declaring Buyers to be in default or shall be entitled to demand payment at contract price plus such charges as stated above, less current F.A.S. charges, against warehouse warrants or certificate of entitlement and the tender of such warehouse warrants or certificate of entitlement shall be considered complete delivery of the contract on the part of the Sellers.

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

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**THE GRAIN AND FEED TRADE ASSOCIATION**  
**9 LINCOLN'S INN FIELDS, LONDON WC2A 3BP**