

# Addendum No.85

Copyright  
THE GRAIN AND FEED TRADE ASSOCIATION

## CONTRACT ADDENDUM FOR SHIPMENT FROM ORIGIN WITH PROVISION FOR TRANSHIPMENT

\* delete/specify as applicable

Date.....

**ADDENDUM** attaching to and forming part of contract dated .....  
for .....

The goods covered by this contract are to be transhipped as soon as possible per steamers or power vessels from the port of (Sellers' option) to the port of destination named in the contract, and shall become the risk of the Buyers at such time as they are covered by an "on board" Ocean bill of lading from origin. All terms and conditions of the within contract to apply as if shipped direct to destination, with the following exceptions: -

### 1. QUALITY

In the event of the goods being sold on a certificate final basis, then Sellers to provide a photostat copy of the original official certificate(s) of inspection, which must either be endorsed by, or be accompanied with, a certification by the Elevator Company or an independent forwarding company at the port of transhipment, stating that the identity of the goods had been preserved at such port. These certificates to be final as to quality.

**2. QUANTITY** ..... 10% more or less, at Sellers' option at contract price.

### 3. SHIP'S CLASSIFICATION

The goods to be transhipped per good grain-carrying mechanically self-propelled vessel(s) suitable for the carriage of the contract goods, classed in accordance with the Institute Classification Clause of the International Underwriting Association in force at the time of shipment, excluding tankers and vessels which are either classified in Lloyd's Register or described in Lloyd's Shipping Index as "Ore/Oil" Vessels.

### 4. INSURANCE

All policies or certificates of insurance provided under this contract shall cover risks from warehouse at port of origin to warehouse at final port of discharge including transhipment port.

### 5. DISCHARGE OF TRANSHIPMENT VESSEL

Vessel to discharge according to the custom of the port at Buyers' expense. Vessel to discharge afloat or safely aground: -

(a) within ..... running hours, weather permitting, or

(b) at an average rate of ..... per tonne per weather working day of 24 consecutive hours,

plus any balance of time not used in loading, if reversible, whether in berth or not. Time between last working hours Friday/Saturday according to regulations governing discharging port(s) and 0800 hours next working day, or between 1700 hours on the last working day preceding a legal holiday and 0800 hours on the first working day thereafter, not to count in discharging unless used or the guaranteed laytime has expired. If laytime is exceeded, Buyers shall pay demurrage at the rate stipulated in the charter party. If documents are tendered which do not provide for discharging as above, or contain contrary stipulations, Sellers to be responsible to Buyers for all extra expenses incurred thereby. Discharge by grab(s) shall be permitted, unless specifically excluded at time of contract.

### 6. PAYMENT

(a) Payment to be made by cash in ..... in exchange for transhipment shipping

documents,

\* on presentation of transshipment shipping documents,

\* on arrival of transshipment vessel at port of discharge,

but if the transshipment vessel shall not have arrived within 7 days from date of transshipment bill of lading, payment, unless already made, to be made on or after the seventh day from bill of lading date when required by Sellers. If transshipping documents have not been sighted at time of vessel's arrival at port of discharge, Sellers shall provide other documents in lieu of shipping documents entitling Buyers to obtain delivery of the grain, and, without prejudice to Buyers' rights under the contract, payment shall be made in exchange for same, provided that if such payment be made, landing charges, if any, incurred by reason of such non-sighting of documents shall be borne by Sellers and allowed for in final invoice.

(b) Costs of collection shall be for account of Sellers, but if Buyers demand presentation only through a bank of their choice, in that event any additional collection costs shall be for the account of the Buyers. When payment is due on a non-business day, Buyers shall have the option of taking up the documents on the previous business day - payment to be made not later than 12 noon.

(c) If, whilst the goods are at the risk of the Buyers and until transshipment takes place the ocean vessel or cargo should become a total or constructive total loss, or the voyage abandoned, then payment, at Sellers' option, to be made at contract price against complete set of ocean shipping documents, on or after the prompt date applicable to the origin of the within contract.

In the event of Buyers electing to retain at the transshipment port the whole or any portion of the goods as defined in the following clause, payment to be made at contract price (i) against transit bill of lading for any portion transshipped, and (ii) against document of title enabling Buyers to take delivery of the grain retained at the transshipment port.

(d) **Interest.** If there has been unreasonable delay in any payment, interest appropriate to the currency involved shall be charged. If such charge is not mutually agreed, a dispute shall be deemed to exist which shall be settled by arbitration. Otherwise interest shall be payable only where specifically provided in the terms of the contract or by an award of arbitration. The terms of this clause do not override the parties' contractual obligation under sub-clause (a).

## **7. DAMAGED OR OUT OF CONDITION GRAIN**

Buyers have the right to appoint superintendents to act for them at the transshipment port. Should damaged or out of condition grain be ascertained at the transshipment port, the Buyers or their Superintendents to decide whether such damaged or out of condition grain be transhipped, and to instruct Sellers accordingly.

## **8. PRO-RATA AT TRANSHIPMENT PORT**

Should the within quantity from origin form part of a larger quantity of the same or different period of shipment of bags of the same mark, or of similar quality, whether in bulk or bags, no separation or distinction shall be necessary.

All loose collected, damaged and sweepings shall be shared by and apportioned pro-rata between the various Receivers thereof at port of transshipment buying under contracts containing similar provisions, and any unsold portion, and any of them receiving more or less than his pro-rata share or apportionment of such damaged shall settle with the other or others of them for the same in cash at the market price of the day of the ocean vessel's arrival at port of transshipment (such price to be fixed by arbitration unless mutually agreed). For the purpose of prosecuting claims for loss in value of damaged cargo delivered at transshipment port, either against the Shipowner, underwriters or other third parties, the Buyers will subrogate their rights to the Sellers, who will act as Buyers' Representatives for this purpose.

## **9. WEIGHING/DELIVERY**

(Alternative clause to that in the basic contract)

Transshipment vessel bill of lading weight to be final as to quantity. Buyers have the right to superintend at loading at transshipment port.

## **10. APPROPRIATION**

Notice of Appropriation from origin shall be served in accordance with original contract, but tolerance in respect of quantity as per addendum.

On transshipment, Sellers shall serve an advice of loading, giving presumed quantity, vessel's name and date of bill of lading, not later than the business day following the date of the transshipment bill of lading, such advice to be passed on in due course after receipt.

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

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