

**NORSOF (2005)**  
**GILL & ROBINSON LTD ADDITIONAL CLAUSES**

**SHIPPING & INSURANCE**

• **All contracts**

- 1) Notification
  - a) Under Inco C Terms, Seller shall notify the Buyer (or the Seller's Agent) on booking ship space and the expected date of loading.
  - b) Under Inco D Terms, Seller shall notify the Buyer (or the Seller's Agent) of the expected time of arrival.
  - c) For both Inco C and D Terms, the Seller shall notify the Buyer (or the Seller's Agent) of the arrival to and departure from the port / place of the vessel / lorry by facsimile / email or other means of transfer.
  - d) The Buyer undertakes that all loading orders shall be in the Seller's hands no later than 14 calendar days before the ready date / time of shipment stipulated in the contract.

• **CIF & CFR Loaded terms contracts**

- 2) In addition to Contract terms and conditions, Seller undertakes to arrange on Buyer's behalf, Sea Freight to CIF Loaded or CFR Loaded on motor at U.K. port of discharge, with Customs clearance and Forestry Commission charges for Buyer's account.

• **C & D terms contracts**

- 3) Seller has the option of delivering by liner or chartered vessel. Goods may only be shipped on vessels that conform with the New Institute Classification Clause – other vessels will only be acceptable with prior agreement by the Buyer and the Insurance document provided by the Seller shall state that the goods are fully insured despite the fact that the vessel does not conform to the New Institute Classification Clause.
- 4) Seller is not responsible for insuring the goods against the risk of diversion. If Ship owners declare diversion in accordance with Liner Bill of Lading Terms (if shipment on such terms), Buyer shall be liable for all extra charges involved in the provision of the above services from the Port of Discharge.
- 5) Seller to have included in Insurance Policy under Clause 6(b) T.T.F. Insurance Clauses "including non-delivery of deck load irrespective of percentage".

• **D terms contracts**

- 6) This contract is for the sale of goods DDU to named place of destination. Apart from the contract, Seller has agreed to arrange, as Agent on Buyer's behalf, Customs clearance, Forestry Commission inspection (if applicable), the charges for which are for Buyer's account.
- 7) Buyer, on being given notice of delivery, is responsible for arranging prompt unloading of the motor transport at the final destination. Any additional costs incurred due to delay in discharging motors are for Buyer's account, provided such delays occur during the accepted working hours applicable to the area of destination.

**DOCUMENTATION & PAYMENT**

• **All contracts**

- 8) Seller's original documents to be presented to Gill & Robinson Ltd. If Seller presents documents through a bank, these to be presented at six days sight and any charges arising at U.K. bank to be for the Seller's account.
- 9) Buyer authorises Seller and / or their Agents to forward Original Bill of Lading, Invoice (in duplicate), Movement Certificate, Specification and Phytosanitary Certificate direct to Ship owners Agents at the Port of Discharge.
- 10) Buyer is responsible for paying any U.K. duties, taxes, Customs charges, quay rental charges, deposits, etc where applicable.
- 11) In the event of late payment, any discount is forfeit and the Agent reserves the right to charge the Buyer interest from the due date until payment is made. Interest will apply to the total amount of the invoice and is calculated at a rate of 5% over and above the official interest rate of the United Kingdom Clearing Banks Minimum Lending Rate (Base rate). Bank charges levied by the Buyer's bank are for Buyer's account, and those levied by the Seller's bank are for Seller's account.

• **All contracts unless payment terms are Nett**

- 12) Payment to be made at three days sight (or any special payment terms already agreed with the Buyer). Subject to payment being received by the Agent in accordance with the agreed payment terms, and where applicable, a discount of 2 ½ % of the F.A.S. price (i.e. the Contract price less cost of insurance and freight) shall be refunded to the Buyer by the Agent no later than seven working days after its receipt.

• **All contracts with Nett payment terms**

- 13) The Nett amount payable thereunder to be paid at three days sight (or any special payment terms agreed with the Buyer).

**GENERAL**

• **All contracts**

- 14) PLANT HEALTH – Seller undertakes that the goods and any wood used in their packaging are stripped of bark and comply in all respects with the Plant Health Regulations of the country of destination. Seller also undertakes to supply as part of Shipping Documents any certificate(s) required under such Regulations.
- 15) SHIPMENT AND/OR RELEASE OF SHIPMENT TO BUYER – It is a continuing condition precedent that either adequate credit insurance shall be and continue to be in place for the period commencing with despatch of the goods by the Seller and ending with the delivery up of such goods (or the delivery up of documents entitling the Buyer to take up delivery) to the Buyer ("Shipping Period") or where the Agent has agreed credit terms with the Buyer then:
  - a) where such credit insurance is reduced or withdrawn during the Shipping Period or the Buyer is in default of the agreed credit terms then the agreement to supply the goods shall be voidable at the Seller's sole discretion (acting on advice from the Agent).
  - b) Notwithstanding clause 15(a) above the Seller may (without incurring liability to the Buyer) delay delivery to the Buyer pending agreement by the Buyer of revised payment terms.
  - c) Where the Agent shall have advised the Seller to delay shipment or delivery and notwithstanding such advice the Seller ships/releases the goods the Seller agrees that the Agent shall have no obligation to pay the Seller for the goods until such time as the Agent has received payment in full in cleared funds from the Buyer.
- 16) RETENTION OF TITLE – Notwithstanding NORSOF 2005 Contract terms and conditions, title to the goods referred to in this contract shall not pass to the Buyer until Shipping Documents have wholly been paid for, or in the case of Seller's Agent accepting any Cheque, Bill of Exchange or Promissory Note, until the same has been honoured. Agent shall have the right, on behalf of and with the authority of the Seller, without prejudice to any other remedies:
  - a) to enter without prior notice any premises where Goods supplied through the Agent may be stored and to repossess and dispose of any such Goods so as to discharge any sums owed to the Agent by the Buyer under this or any other Contract.
  - b) to withhold delivery of any undelivered Goods and stop any Goods in transit to the Buyer and recover them.
- 17) The Seller hereby grants to the Seller's Agent an option to purchase the Gross Debt due from the Buyer to the Seller under this contract ("Gross Debt" means the original invoice value). Such option to be exercisable at any time by the Seller's Agent upon giving written notice to the Seller, provided always that the Seller's Agent shall have paid to the Seller the Net Debt ("Net Debt" means the Gross Debt less discount, commission, rebate, etc). The Buyer accepts that such written notice from the Seller's Agent constitutes a valid assignment of the Gross Debt to the Seller's Agent.
- 18) The terms and conditions of Buyer's Purchase Orders do not supersede the terms and conditions of this Contract.
- 19) Claims for pieces missing from Seller's original unbroken packs must be submitted by the Buyer to the Agent within 60 days of vessel's final discharge. Claims for shortages from packs broken in transit must be resolved according to the relevant Contract Terms & Conditions.
- 20) TERMS OF DELIVERY – Unless otherwise stated, the contract price(s) refer to Goods delivered on ICC Incoterms 2000 F, C or D terms.

• **All contracts to Scottish Buyers**

- 21) SCOTTISH ARBITRATION CLAUSE – Any dispute arising under this agreement shall be governed by the Arbitration (Scotland) Act 1894. However, it shall not be competent for any 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 avoidance of doubt it is hereby declared that such Arbitrator shall have power to award damages and interest thereon.

Contract

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Gill & Robinson Ltd.  
Timber Agents since 1889  
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Timber Trade Federation