

## **EX STORE AND DELIVERED CONTRACTS**

### **a) Goods Sold Subject to Inspection and Approval**

Where a contract is made for goods subject to the buyer's approval after inspection, a time limit may be mutually agreed at the outset of the contract. If, at the expiry of the time limit, the buyer has not notified the seller of his approval or rejection of the goods, the seller shall have the option to cancel the contract or extend the time limit. Where no time limit is agreed at the outset of the contract, the seller, after allowing a reasonable time for the inspection to take place, may give notice to the buyer of his intention to apply a time limit. Such time limit to be of at least one (1) business day's duration. Where a contract incorporates this sub-clause, the buyer shall not be entitled to reject the goods without such inspection.

### **b) Insurance**

Unless previously removed from the place where lying, the goods shall be at the seller's risk in respect of fire hazard and/or any loss or damage, howsoever caused, until noon on the fourteenth (14) consecutive day after the date of contract for spot goods or, in the case of goods sold for forward delivery fourteen (14) consecutive days after the release of the goods or presentation of the delivery order. The contract shall not be cancelled for any parcel of goods or any portion of any parcel which is lost or damaged within the fourteen (14) consecutive days, and before the goods have been uplifted but in the event of loss or damage within the fourteen (14) days, the seller shall make good any or all losses to the buyer either by replacing the lost goods or refunding the value thereof.

### **c) Payment**

Cash against invoice and delivery order or release of goods. Buyer has up to fourteen (14) consecutive days to call for the delivery order or release after contract date on spot sales.

The buyer has fourteen (14) consecutive days rent-free after date of release on spot ex-store sales or from date of release of the goods sold to arrive on ex-store terms.

### **d) Weights**

Official net or gross delivered weights to be accepted unless the parcel has been landed for more than two (2) calendar months, when the buyer shall be entitled to claim re-weights any re-piling charge to be for the seller's account. When the parcel has been re-weighted within two (2) calendar months, such re-weights to be accepted by the buyer. Ullaged, damaged and sampled packages to be invoiced on the actual net or gross weights as shown on the official ex store or delivered weights or re-weights as the case may be. In all cases the buyer shall be entitled to a copy of the official warehouse weights or re-weights to be attached to the invoice.

### **e) Delivery**

For tenders of sales made on ex store or free delivered duty paid terms, it is the seller's responsibility to ensure that the goods have been customs cleared, are available and that the duty payable has been paid.

For sales made ex-store, delivery must be affected in a Public Store unless otherwise agreed.

Where goods are sold for forward delivery, the first seller must tender no later than 1600 hours on the last day of the delivery period. Unless there are extenuating circumstances, intermediary sellers must then pass on the declaration with due despatch.

For ex-store sales of 10 tonnes or less, delivery must be limited to 2 releases/delivery orders; each release/delivery order representing 1 rotation in 1 store. For each additional 5 tonnes (over 10 tonnes), delivery must be limited to 1 release/delivery order, representing 1 rotation in 1 store.

f) **Claims**

All claims, other than loss in weight claims, should be made in writing within the prompt date or before removal from store. Where a contract provides for either spot or for a specific delivery date or period, claims should be made in writing within 14 consecutive days after the date of the delivery order or release prior to removal from store or in the event that the buyer redelivers to a third party within a reasonable time, claims must be made within 14 days of delivery to the final destination.