

ASSOCIAZIONE GRANARIA MILANO

1953

ITALIAN CONTRACT

N. 16

FOR RICE AND BROKEN RICE F.O.B.

Made in duplicate at _____ on _____

SOLED by:

to:

THROUGH: _____ at all the following conditions either written or printed, to be interpreted, if needed, according to the uses and customs of the Milan market and to the Statute and Rules of the Associazione Granaria of Milan, and, for the negotiations of the official type of rice, also according to the provisions that by law regulate both the denominations and the official types of the national brand for exportation.

COMMODITY:

QUALITY: sound, loyal, merchantable at time and place of shipment

- as per sample

- as per type sample /paragraph VII of General conditions/

- as per denomination /paragraph VII of General conditions/, fair average quality for the crop

- as per official type of the national brand for exportation

SAMPLING: at shipment, or

QUANTITY: tons. _____ /5% tolerance more or less/

PRICE: _____ /per 100 kilos gross weight, inclusive of bags/

PLACE OF SHIPMENT: under hoisted tackle for loading on ship or lighter docked alongside the quay;

or _____

ASSOCIAZIONE GRANARIA MILANO

1953

TALIJANSKI UGOVOR

N. 16

ZA RIŽU I LOMLJENU RIŽU F.O.B.

Izradjen u duplikatu u _____ dne _____

PRODANO od strane:

komu:

PREKO: _____ uza sve niže navedene uvjete, bilo pisane ili tiskane, koji će se tumačiti, ako bude potrebito, u skladu s uzancama i trgovackim običajima na milanskom tržištu, i sa Statutom i Pravilima Associazione Granaria Milano, i za pregovore o službenom tipu riže također u skladu s odredbama koje na temelju zakona reguliraju nazive i službene tipove nacionalnih izvoznih maraka.

ROBA:

KVALITET: zdrava, lojalna, sposobna za trgovinu u vrijeme i u mjestu ukrcaja

- prema uzorku

- prema tipskom uzorku /član VII Općih uvjeta/

- prema nazivu /član VII Općih uvjeta/, dobar prosječni kvalitet žetve

- prema službenom tipu nacionalne marke za izvoz

UZIMANJE UZORAKA: prilikom ukrcaja, ili

KOLIČINA: tona _____ /5% tolerancije više ili manje/

CIJENA: _____ /za 100 kg brutto uključivo vreće/

MJESTO UKRCAJA: pod čekrkom podignutim za ukrcaj na brod, ili na maonu postavljenu uz gat;

ili _____

TIME OF SHIPMENT:

RECEIPT: quality and weight at shipment, or

WEIGHT: unless otherwise expressly agreed, the gross shipping weight shown on the bill of lading is to be considered as final. Each single parcel must have the uniform weight of 100 kilos gross, or

PACKING: goods are to be delivered in the usual single new jute and/or hemp and/or jute/hemp bags, or

Bags are to be well sewn by rule of art, with at least eight cross-stitches, and when it has been agreed to deliver the goods in double bags, the inner bag must be sewn separately from the outward one. The bags must bear the provided official wordings when the rice is sold according to the official type representing the national brand for exportation, or the wordings made compulsory by law in the other cases.

PAYMENT: by letter of credit

or

and against presentation to _____ of shipping documents and the relative invoice, and, in the case provided for by paragraph III - 4 th. comma of the General Conditions, solely against invoice and Forwarding Agent's letter of guarantee.

SPECIAL CONDITIONS:

GENERAL CONDITIONS

- I - Unless otherwise expressly stipulated, the following conditions are valid and binding for both contracting parties.
- II - DELIVERY. - Each delivery to be considered as a separate contract. The deliveries must be effected on request of the buyer within the terms of the contract. The buyer must give a notice of at least 10 days to the seller for getting goods ready and effecting shipment.
- III - DESIGNATION OF SHIP AND LOADING OF GOODS. - Buyer must designate for loading normal loading vessels, which may receive goods during working days and hours, as customary at the seaport concerned, under tackle, docked alongside the normal quay.

VRIJEME UKRCAJA:

PRIJEM: kvalitet i težina kod ukrcaja, ili

TEŽINA: Ako se stranke drukčije izričito ne sporazumiju, smatrati će se da je brutto težina navedena u teretnici konačna. Svaki pojedini kolet mora imati istu težinu od 100 kg brutto, ili

PAKOVANJE: Roba se mora isporučiti u uobičajenim jednostrukim novim jutenum i/ili konopljinim i/ili juteno-konopljinim vrećama, ili

Vreće se moraju dobro sašiti prema pravilima struke, a najmanje osam ukrštenih ušitaka; ako je postignut sporazum da se roba isporuči u dvostrukim vrećama, unutrašnja vreća mora se sašiti odvojeno od vanjske. Na vrećama će biti službeni tekst, ako je roba prodana prema službenom tipu, koji predstavlja nacionalnu izvoznu marku, ili, u drugim slučajevima, tekst propisan zakonom.

PLAĆANJE: akreditivom

ili

i uz uručenje _____ brodskih dokumenata i odnosne fakture, a u slučaju predvidjenom u členu III - 4. stav Općih uvjeta, jedino uz fakturu i garantno pismo špediterovo.

POSEBNI UVJETI:

OPĆI UVJETI

- I - U slučaju kad nije drukčije izričito ugovoreno, vrijede slijedeći uvjeti, koji su obvezni za obje ugovorne strane.
- II - ISPORUKA. - Svaka isporuka ima se smatrati kao poseban ugovor. Isporuke se moraju izvršiti na zahtjev kupčev u okviru ugovorenih rokova. Kupac mora najmanje 10 dana prije obavijestiti prodavaoca da pripremi robu i izvrši ukrcaj.
- III - NAZNAČENJE BRODA I UKRCAJ ROBE. - Kupac mora za ukrcaj naznačiti normalne teretne brodove, koji mogu primiti robu za vrijeme radnih dana i sati, kao što je to uobičajeno u odnosnoj luci, i to pod čekrk smještenu uzduž normalnoga gata.

It is at buyer's option to designate abnormal vessels and to receive goods from abnormal quay and from lighter, and if in any way and for any reason whatever the vessel is unable to receive goods directly from normal quay and tackle, all the consequent greater costs and risks are at buyer's charge. In the latter cases, seller's obligation is limited to the delivery of goods on lighter.

If seller, although timely notified, does not ship the goods in due course of time for loading, it is at buyer's option to proceed to the purchase of goods for seller's account with the right to reimbursement of charges paid, as well as price differences if any.

If the vessel named by buyer is not ready to load in the port of shipment within the fixed time and if the delay is more than 5 days, seller may require buyer to take delivery of goods at all effects and to provide for the total payment against engagement on the part of seller, under Forwarding Agent's guarantee, to provide at his own charges for placing the goods on board as soon as the ship is ready to load.

For seller's account are the export customs duties in force at time of stipulation of contract, the insurance costs up to the moment the goods leave the quay for loading on board and generally all the harbour dues and charges up to delivery of goods under tackle.

For buyer's account are the shipping dues, costs of Certificates of Origin, Consular dues, all new or increased customs duties if any and in a general way any expense or charge subsequent to delivery of goods under tackle.

All extra charges for delay in loading, as for instance those for demurrage on quay, are for seller's account if occasioned by a fact not imputable to buyer, or for buyer's account if derived from a fact of his own or the ship's.

IV - INSURANCE. - Buyer must insure the goods with a prime Insurance Company, inclusive of movement from quay to on board for the amount corresponding to the purchase price plus 2% and furnish to seller a specimen of the Insurance Policy before starting the loading of goods.

V - WEIGHING. - If stipulated, the weighing of goods must be executed at time of shipment, according to usances of the harbour, for seller's account.

Kupac ima pravo izbora da li će naznačiti neuobičajene brodove i da li će primiti robu s neuobičajenoga gata ili s maone, a isto tako ako na bilo koji način ili zbog bilo kakvog razloga brod nije u stanju da primi robu izravno s normalnog gata ili čekrka, kupac će snositi sve veće troškove i rizike koji iz toga proizlaze. U potonjem slučaju, obaveza prodavačeva ograničena je na dobavu robe na maonu.

Ako prodavalac, iako je na vrijeme obaviješten, ne izvrši ukrcaj robe u vremenu koje je određeno za ukrcaj, kupac ima pravo izbora da izvrši nabavu robe za prodavačev račun, s pravom naknade plaćenih troškova, kao i razlike u cijeni, ako je bude.

Ako brod koji je naznačio kupac nije spremjan za izvršenje ukrcaja u ukrcajnoj luci unutar određjenog vremena, i ako je zakašnjenje dulje od 5 dana, prodavalac može zatražiti od kupca da sa svim učincima robu preuzme, i da jučijelosti plati uz istodobnu obvezu prodavačevu, potkrijepljenu špediterovom garancijom, da će se na svoj trošak pohrinuti da robu postavi na brod, čim brod bude spremjan za krcanje.

Prodavalac je dužan snositi izvozne carinske pristojbe koje su na snazi za vrijeme zaključenja ugovora, troškove osiguranja do časa kad roba napušta gat radi ukrcaja na brod, i općenito sve lučke naknade i troškove do postavljenja robe pod čekrk.

Kupac je dužan snositi izdatke za brod, troškove Uvjerenja o porijeklu robe, konzularne takse te sve nove i povećane carinske pristojbe, ukoliko ih bude bilo, kao i općenito svaki trošak koji uslijedi nakon postavljanja robe pod čekrk.

Svi posebni troškovi za zakašnjenje u ukrcaju, kao što su na primjer troškovi prekostojnica na gatu, padaju na teret prodavačev ako su uzrokovani okolnostima koje se ne mogu pripisati kupcu, a padaju na njegov teret, ako proistječu iz okolnosti na njegovoj strani ili na strani broda.

IV - OSIGURANJE. - Kupac mora osigurati robu kod prvorazrednoga osiguravajućeg poduzeća, a to osiguranje vrijedi od časa ponicanja s gata na palubu broda; osiguranje mora odgovarati ugovorenim cijenama plus 2%, a kupac mora predati prodavaocu primjerak police osiguranja prije započinjanja ukrcaja robe.

V - VAGANJE. - Ako je ugovoren, vaganje robe mora biti izvršeno u vrijeme ukrcaja prema lučkim uzancama, a na račun prodavačev.

VI - EXTRANEous MATTERS - TOLERANCES. - For sales on description, any impurities /extraneous matters/ tolerated without allowance must not exceed totally:

- for rice	0,15%
- for second heads and half breakens	0,25%
- for white screenings	1,00%
- for rough screenings and green grains	3,00%

VII - QUALITY. - Goods sold as per actual sample must be in conformity with the sample on the basis of which the sale has been made perfect.

Goods sold as per sample-type must correspond to the essential characteristics of the stipulated quality.

A difference in quality, not higher than 1% of the value of goods is, however, tolerated without any right to allowance.

Goods sold on specification must correspond to the quality indicated by the denomination.

It is seller's faculty to deliver goods of a better quality than stipulated, provided that they are of same variety and processing.

Goods are not guaranteed to be exempt from imperfections that are not evident under a reasonable examination.

VIII - SAMPLING. - For rice sold according to the official types of the national brand for exportation, sampling is made according to the forms and in the places foreseen by the rules of the proper Authorities and in force at the time of delivery.

In all other cases and on buyer's request, samples must be drawn and sealed in cross examination between the two parties or their representatives at time of shipment of goods, or, in case of delay in loading attributable to buyer, at the place and time of delivery. Sampling must be effected so as to show the bulk of goods delivered.

For each lot three samples are drawn and sealed, of which one is retained by seller and two by buyer or their representatives. If sampling is effected by one of the parties alone owing to absence of the other party, the operating party must send to the counter-party, within 5 days, the sample or samples of his property, together with details of the lot concerned.

VI - STRANA TIJELA - TOLERANCIJE. - Za prodaju prema opisu svaka nečistoća /strana tijela/ koja se toleriraju bez bonifikacije ne smiju prijeći u cjelini:

- za rižu	0,15%
- za jezgru i polovine	0,25%
- za bijelu lomljenu rižu	1,00%
- za grubu lomljenu rižu i zelena zrna.	3,00%

VII - KVALITET. - Roba prodana na temelju konkretnog uzorka mora biti u skladu s uzorkom na osnovi na kojoj je prodaja perfektuirana.

Roba prodana na temelju tipskog uzorka mora odgovarati osnovnim karakteristikama ugovorenog kvaliteta.

Tolerira se ipak razlika u kvalitetu, ne veća od 1% vrijednosti robe, bez prava na bonifikaciju.

Roba prodana prema specifikaciji mora odgovarati kvalitetu naznačenom samim nazivom.

Prodavalac je ovlašten dobaviti robu boljega kvaliteta nego što je ugovoreno, pod uvjetom da je ona iste vrsti i izrade.

Ne jamči se za nedostatke na robi koji se ne mogu utvrditi razumnim ispitivanjem.

VIII - UZIMANJE UZORAKA. - Za rižu prodanu prema službenim tipovima nacionalnih izvoznih maraka uzimanje uzoraka vrši se u skladu s oblicima i na mjestima koja predviđaju pravila nadležnih vlasti, i koja su na snazi u vrijeme isporuke.

U svim drugim slučajevima i na kupčev traženje uzorci se uzimaju i pečate uz sudjelovanje obiju stranaka, ili njihovih predstavnika u vrijeme krcanja robe, ili u slučaju zakašnjenja u krcanju, koje se imaju pripisati kupcu na mjestu i u vrijeme isporuke. Uzorci se moraju uzimati iz svih dijelova isporučene robe.

Od svake količine uzimaju se i pečate po tri uzorka od kojih jedan zadržava prodavalac, a dva kupac ili njihovi predstavnici. Ako uzimanje uzoraka vrši samo jedna od stranaka zbog odsutnosti druge, tada stranka koja je to učinila mora poslati drugoj stranci, u roku od 5 dana, uzorak ili uzorce koji njoj pripadaju zajedno s podacima na koju se količinu odnose.

Any sealed sample opened by one of the contracting parties otherwise than in the presence of the other party or their representatives duly authorized, is to be considered as destroyed.

IX - OBLIGATION TO TAKE DELIVERY OF THE GOODS - CLAIMS. - Within the limits of the tolerances foreseen in this contract, goods must in any case be taken up by the buyer.

Any claim for difference in quality must be notified to seller within 5 days from the effected shipment of goods or from the accomplished drawing of samples.

X - ALLOWANCES FOR DIFFERENCE IN QUALITY. - In case of any disagreement that should arise between the two parties, both by direct understanding and broker's intervention, about any allowance to be granted by seller to buyer owing to ascertained differences in quality, the said allowances will be fixed by friendly arbitration through the Associazione Granaria of Milan, in conformity with paragraph XIII; on the basis of ascertainments made and of sealed samples drawn in cross-examination between the parties as fixed under paragraph VIII.

XI - CAUSES OF "FORCE MAJEURE". - If through riots, blockade, war, ban on exportation, sedition, strikes, lock-outs and other ascertained causes of "force majeure", the shipment should not be possible, seller must immediately notify to buyer by telegram or registered letter the unexpected impediment, producing a Certificate by an official Authority of the Country of port of shipment of the goods stating the existence of the unlooked for cause of "force majeure"; in this case shipment should be extended for as many days as those elapsed from the outbreak of the impediment; if such impediment should protract beyond 28 days, the contract is considered as rescinded without any indemnification of damages between the two parties.

If the cause of "force majeure" constituted by default of means of transportation or seaport services of the exporting Country, the seller must place at disposal of the buyer, on explicit request of the latter, the goods sold at the place of forwarding or at the place where it is, after computation of balance of normal transport and on board loading charges.

In this case the placing at disposal of goods is equivalent to its delivery and seller has the right to invoice goods to buyer and request its payment.

Svaki zapečaćeni uzorak koji bude otvorila jedna od ugovornih stranaka bez prisutnosti druge stranke ili njegovih ovlaštenih predstavnika, smatrati će se uništenim.

IX - OBAVEZA PRIMANJA ISPORUKE ROBE - PRIGOVORI. - U granicama tolerancije predviđene ovim ugovorom, robu mora u svakom slučaju primiti kupac.

Svaki prigovor u vezi s razlikom u kvalitetu mora biti javljen prodavaču u roku od 5 dana od izvršenog ukrcaja robe ili od završenog uzimanja uzorka.

X - BONIFIKACIJE ZBOG RAZLIKE U KVALITETU. - U slučaju nesuglasica koje bi mogle nastati izmedju dviju stranaka, bilo iz njihovog izravnog dogovora, bilo iz posredovanja mešetara, radi bonifikacije prodavaoca kupcu, u vezi s utvrđenim razlikama u kvalitetu, rečene bonifikacije bit će odredjene u prijateljskoj arbitraži pred Associazione Granaria u Miland, u skladu s člankom XIII, na temelju utvrđenja i zapečaćenih uzetih uzorka, uz sudjelovanje obiju stranaka kao što je odredjeno u članku VIII.

XI - SLUČAJEVI "VIŠE SILE". - Ako zbog pobune, blokade, rata, zabrane izvoza, ustanka, štrajkova, lokauta i drugih utvrđenih slučajeva "više sile", krcanje ne bude moguće, prodavalac mora odmah obavijestiti kupca brzovjavom ili preporučenim pismom o neočekivanoj smetnji, prilažeći potvrdu od službenog organa države u kojoj je luka ukrcaja robe, u kojoj je navedeno postojanje nepredviđenog slučaja "više sile"; u takvom slučaju krcanje se produžuje za toliko dana koliko je prošlo od nastanka smetnje; ukoliko takova smetnja potraje više od 28 dana, ugovor se smatra razvrgnutim bez ikakve naknade štete medju strankama.

Ako se slučaj "više sile" sastoji u grešci sredstava transporta ili lučkih službi države izvoznice, prodavalac mora staviti na raspolaganje kupcu, na njegov izričiti zahtjev, prodanu robu na mjestu otpreme ili na mjestu gdje se nalazi, nakon obračuna razlike uobičajenih prijevoznih i ukrcajnih troškova.

U ovom slučaju stavljanje robe na raspolaganje izjednačeno je s njenom isporukom, i prodavalac ima pravo da fakturira robu kupcu i da traži njenu plaćanje.

XII - UNFULFILMENT. - In case of a total or partial rescission of the contract owing to unfulfilment by one of the contracting parties, the damage is determined on the basis of prices ruling on the place of Milan on the market assemblies of the week subsequent to the date of unfulfilment.

The contracting party who is declared bankrupt or in a state of moratorium or who calls the meeting of creditors to obtain a friendly or judicial agreement or who, is in any way, evidently notoriously insolvent, will be considered a defaulter.

XIII - ARBITRATION. - All disputes arising over the fulfilment or the interpretation of this contract, have to be obligatorily deferred to the decision of friendly arbitrators, who give their decision "ex bono et aequo", without any legal formality, in conformity with the Regulations for Arbitration of the Associazione Granaria of Milan.

Arbitration must be applied for by registered telegram which the interested party will address to the opposite party:

- a/ within the subsequent ten days following the date of claim for difference and/or condition of the goods;
- b/ within six months from contract term of delivery or from date when the dispute arose in all other cases.

Once the above terms have elapsed, the arbitrators will decide whether the arbitration by merit is still pursuable, provided the delay in making the request is justified.

Whenever one of the contracting parties should refuse to adhere to such form of friendly settlement, the party concerned is entitled to apply to the Associazione Granaria of Milan for an official arbitration in conformity with the Regulations for Arbitration of the said Associazione.

XIV - SUPPLEMENTARY CONDITIONS. - No legal action can be started by either one or the other contracting party, unless such action is required to enforce payment of invoices and to make the arbitration award executory.

Seller and buyer declare to accept henceforth the sole competency of the Judicial Authorities of Milan.

XII - NEISPUNJENJE. - U slučaju potpunog ili djelomičnog raskida ugovora zbog neispunjena sa strane jedne od ugovornih stranaka, šteta se određuje prema tržnoj cijeni na milanskom tržištu na burzovnim sastancima tjedna koji slijedi nakon dana neispunjena.

Ugovorna stranka nad kojom je otvoren stečaj ili koja je obustavila plaćanja, ili koja sazove sastanak vjerovnika radi vansudskog ili sudskog poravnjanja, ili koja je na bilo koji način očito notorno insolventna, smatraće se krivom za neispunjena.

XIII - ARBITRAŽA. - Svi sporovi koji nastanu u vezi s ispunjenjem ili tumačenjem ovoga ugovora obavezno se podvrgavaju odluci prijateljskih arbitara, koji donose svoje odluke "ex bono et aequo", bez ikakovih pravnih formalnosti u skladu s Pravilima za arbitražu Associazione Granaria u Milianu.

Zainteresirana stranka upućuje drugoj stranci zahtjev za arbitražu u preporučenom brzojavu:

- a/ u roku od deset dana od dana prigovora zbog razlike i/ili stanja rabe;
- b/ u roku od šest mjeseci od ugovorenog roka isporuke, ili od dana kad je nastao spor u svim drugim slučajevima.

Kad su gornji rokovi prošli, arbitri će odlučiti da li se arbitraža o meritumu još može pokrenuti, u koliko je zakašnjene u postavljanju takovog zahtjeva opravdano.

U koliko jedna od ugovornih stranaka odbije da pristane na takav način prijateljskog uredjenja, druga stranka je ovlaštena da traži od Associazione Granaria u Milianu službenu arbitražu u skladu s Pravilima za arbitražu spomenutog udruženja.

XIV - DOPUNSKI UVJETI. - Nijedna od ugovornih stranaka ne može započeti nikakav postupak ako takav postupak nije potreban za ostvarenje plaćanja fakture i da se odluka učini izvršnom.

Prodavalac i kupac izjavljuju da ovime prihvataju isključivu nadležnost suda u Milianu.

Any addition or alteration made to this contract by one of the parties without the express consent of the other party is of no value.

The general conditions of this contract have been stipulated amongst the categories concerned and with the assistance of a proper parithetic Committee; the type contract so approved has been deposited with the Chamber of Commerce of Milan.

The undersigned contracting parties approve all the conditions and clauses, whether written or printed, contained in this contract and in particular those relating to paragraphs:

VI /TOLERANCES/, XIII /ARBITRATION/, XIV /COMPETENCY OF JUDICIAL AUTHORITIES/.

BUYER

AGENT

SELLER

Stamp

Svaki dodatak i promjena ovoga ugovora od bilo koje stranke bez izričitog pristanka druge stranke bit će bez važnosti.

Opći uvjeti ovoga ugovora utanačeni su izmedju interesiranih kategorija i uz pomoć nadležnog paritetnog odbora; tako odobreni tipski ugovor pohranjen je kod Trgovačke komore u Miljanu.

Potpisane ugovorne stranke odobravaju sve bilo pisane ili štampane uvjete i klaузule sadržane u ovom ugovoru, a naročito one koje se odnose na članke:

VI /TOLERANCIJE/, XIII /ARBITRAŽA/, XIV /NADLEŽNOST SUDA/.

KUPAC

AGENT

PRODAVALAC

Žig