



GPC Pulses Contract No.1

(Effective January 10, 2019)

CONTRACT FOR FULL CONTAINER LOADS (FCLs) BULK OR BAGGED CIF / C & F TERMS

*delete/specify as applicable

Date.....

1 **SELLERS**.....

2
3 **INTERVENING AS BROKERS**.....

4
5 **BUYERS**.....

6 have this day entered into a contract on the following terms and conditions.

7
8 **1. GOODS**..... oforigin

9
10 Specification

11
12 Packing in * Bulk / bags ofat Sellers' option

13
14 **2. QUANTITY**full containers each estimated to containMT. Tolerance 5% more or less at Seller's option.
15 Tolerance only applies to total tonnage of goods loaded, no tolerance on number of containers

16
17 **3. PRICE AND DESTINATION**

18 At the price of

19
20 * per tonne of 1000 kilograms, cost, insurance and freight to.....

21
22 * per tonne of 1000 kilograms, cost and freight to

23
24 **4. BROKERAGE**per tonne, to be paid by Sellers on the mean contract quantity, goods
25 lost or not lost, contract fulfilled or not fulfilled unless such non-fulfilment is due to the cancellation of the
26 contract under the terms of the Prevention of Shipment Clause. Brokerage shall be due on the day shipping
27 documents are exchanged, or if the goods are not appropriated then brokerage shall be due on the 30th
28 consecutive day after the last day for appropriation.

29
30 **5. QUALITY**

31 Unless agreed to the contrary, Government, Official or Gafta-recognized independent Inspector's Certificates
32 shall be final as to shipped quality.

33 Should Sellers fail to provide a certificate which is independent (e.g. those based upon samples not independently
34 drawn, or those which fail to identify the goods shipped with the goods inspected), Buyers have the option to
35 instruct their representatives to draw and seal delivery samples within 3 business days of unstuffing the
36 container for the purposes of re-grading and/or analysis. Sellers' representatives to be in attendance at sampling
37 when duly appointed immediately after receipt of notice from Buyers of their intention to sample. In such case
38 Buyers and Sellers agree to accept the result of regrading/analysis. Charges for sampling, re-grading and/or
39 analysis to be borne half by Buyers and half by Sellers.

40 **Fumigation** with certified by competent body (only if agreed between
41 parties)

42 **Condition.** Shipment shall be made in good condition.

43
44 **6. EXTENSION OF SHIPMENT**

45 The contract period for shipment shall be extended by an additional period of not more than 8 days, provided
46 that Sellers serve notice claiming extension not later than the next business day following the last day of the
47 originally stipulated period. The notice need not state the number of additional days claimed.

48 Sellers shall make an allowance to Buyers, to be deducted in the invoice from the contract price, based on the
49 number of days by which the originally stipulated period is exceeded, in accordance with the following scale: -
50 1 to 4 additional days, 0.50%;
51 5 to 8 additional days, 1%;

52
53 If, however, after having served notice to Buyers as above, Sellers fail to hand over within such 8 days, then the
54 contract shall be deemed to have called for acceptance during the originally stipulated period plus 8 days, at
55 contract price less 1%, and any settlement for default shall be calculated on that basis. If any allowance becomes
56 due under this clause, the contract price shall be deemed to be the original contract price less the allowance and
57 any other contractual differences shall be settled on the basis of such reduced price.
58

59 **7. PERIOD OF SHIPMENT**

60 As per bill(s) of lading (or intermodal transport document(s)) dated or to be dated

61 (a) The bill(s) of lading (or intermodal transport document(s)) to be dated when the goods are actually on
62 board the expected first vessel, or

63 (b) The bill(s) of lading (or intermodal transport document(s)) to be dated when the goods are handed over to
64 the container consortia.

65 In the event the parties do not agree one of the above options, the bill(s) of lading to be dated when the goods are
66 actually "On Board". The date of the bill(s) of lading shall be accepted as proof of date of shipment in the absence
67 of evidence to the contrary. Other dates, if any, appearing on a multimodal transport document shall not
68 invalidate "On Board" date. In any month containing an odd number of days, the middle day shall be accepted as
69 being in both halves of the month.
70

71 **8. NOTIFICATION OF SHIPMENT CONCLUDED ON C&F TERMS** - Sellers shall notify Buyers of the container
72 identification number(s) and, when known, the intended carrying vessel(s), to enable the Buyers to insure the
73 goods. Sellers shall hold the goods insured until appropriated to Buyers. Once cargo has been appropriated,
74 Notification of Shipment shall be fulfilled
75

76 **9. SALES BY NAMED VESSELS**

77 For all sales by named vessels, the following shall apply: -

78 (a) Position of vessel is mutually agreed between Buyers and Sellers;

79 (b) The word "now" to be inserted before the word "classed" in the Shipment and Classification Clause;

80 (c) Appropriation Clause cancelled if sold "shipped".
81

82 **10. SHIPMENT, CONTAINERS AND CLASSIFICATION**

83 Shipment from.....
84 direct or indirect, with or without transshipment by first class mechanically self-propelled vessel(s) suitable for
85 the carriage of the contract goods, classed in accordance with the Institute Classification Clause of the
86 International Underwriting Association in force at the time of shipment, shall be in containers fit for purpose.
87 Inland waterways transport shall be carried out by inland ship or barge suitable for the reception and
88 transportation of the goods.
89

90 **11. APPROPRIATION**

91 (a) Notice of appropriation shall state the expected first vessel's name, the presumed weight shipped, and the
92 date or the presumed date of the bill of lading and the container number.

93 (b) The notice of appropriation shall within 5 working days from the date of the bill(s) of lading be served by or
94 on behalf of the Shipper direct on his Buyers or on the Selling Agent or Brokers named in the contract.

95 (c) Notice of appropriation shall, within the period stated in sub-clause (b) be served by or on behalf of
96 subsequent Sellers on their Buyers or on the Selling Agent or Brokers named in the contract, but if notice of
97 appropriation is received by subsequent Sellers on the last day or after the period stated in sub-clause (b) from
98 the date of the bill of lading, their notice of appropriation shall be deemed to be in time if served: -

99 (1) On the same calendar day, if received not later than 1600 hours on any business day, or

100 (2) Not later than 1600 hours on the next business day, if received after 1600 hours or on a non-business day.

101 (d) A notice of appropriation served on a Selling Agent or Brokers named in the contract shall be considered an
102 appropriation served on Buyers. A Selling Agent or Brokers receiving a notice of appropriation shall serve like
103 notice of appropriation in accordance with the provisions of this clause. Where the Shipper or subsequent Sellers
104 serves the notice of appropriation on the Selling Agent, such Selling Agent may serve notice of appropriation
105 either direct to the Buyers or to the Brokers.

106 (e) The bill of lading date stated in the notice of appropriation shall be for information only and shall not be
107 binding, but in fixing the period laid down by this clause for serving notices of appropriation the actual date of
108 the bill of lading shall prevail.

109 (f) Every notice of appropriation shall be open to correction of any errors occurring in transmission, provided

110 that the sender is not responsible for such errors, and for any previous error in transmission which has been
111 repeated in good faith.

112 (g) Should the vessel arrive before receipt of the appropriation and any extra expenses are incurred thereby,
113 such expenses shall be borne by Sellers.

114 (h) When a valid notice of appropriation has been received by Buyers, it shall not be withdrawn except with their
115 consent.

116
117 **12. PAYMENT**

118 (a) **Payment** In exchange for original shipping documents by using an appropriate method of payment, to be
119 agreed between the parties at time of concluding the contract (* Please delete / specify as appropriate)

120 (i) Documentary Presentation payable at sight, within 3 working days of arrival at presenting bank

121 (ii) Irrevocable Letter of Credit payable at sight

122 (iii) ...% pre-payment in advance, with balance ...% on Documentary Presentation at sight

123 (iv) Within 48 hours of receipt of faxed or scanned email copies of shipping documents

124 (v) Documentary Presentation payable latest on arrival of vessel at port of discharge

125 (vi) other as agreed between the parties

126 **In absence of specific agreement, payment will be (i) Documentary Presentation payable at sight, within**
127 **3 working days of arrival at presenting bank**

128 (b) Shipping documents shall consist of - 1. Invoice. 2. Full set(s) Bill(s) of Lading in negotiable and transferable
129 form or Ship's Delivery Order(s). If required by Buyers such delivery orders to be countersigned by the
130 Shipowners, their Agents or a recognised bank. 3. For CIF/CIFFO terms Policy (ies) and/or Insurance
131 Certificate(s) and/or Letter(s) of Insurance in the currency of the contract. The Letter(s) of Insurance to be
132 certified by a recognised bank if required by Buyers. 4. Other documents as called for under the contract. Buyers
133 agree to accept documents containing the Chamber of Shipping War Deviation Clause and/or other recognised
134 official War Risk Clause.

135 (c) In the event of shipping documents not being available when called for by Buyers, or on arrival of the vessel at
136 destination, Sellers shall provide other documents or an indemnity entitling Buyers to obtain delivery of the
137 goods and payment shall be made by Buyers in exchange for same, but such payment shall not prejudice Buyers'
138 rights under the contract when shipping documents are eventually available.

139 (d) Should Sellers fail to present shipping documents or other documents or an indemnity entitling Buyers to
140 delivery, Buyers shall take delivery under an indemnity provided by them and shall pay for the other documents
141 when presented. Any reasonable extra expenses, including the costs of such indemnity or extra charges incurred
142 by reason of the failure of Sellers to provide such documents, shall be borne by Sellers, but such payment shall
143 not prejudice Buyers' rights under the contract when shipping documents are eventually available.

144 (e) Should shipping documents be presented with an incomplete set of bill(s) of lading or should other shipping
145 documents be missing, payment shall be made provided that delivery of such missing documents is guaranteed,
146 such guarantee to be countersigned, if required by Buyers, by a recognised bank.

147 (f) Costs of collection shall be for account of Sellers, but if Buyers demand presentation only through a bank of
148 their choice, in that event any additional collection costs shall be borne by Buyers.

149 (g) No obvious clerical error in the documents shall entitle Buyers to reject them or delay payment, but Sellers
150 shall be responsible for all loss or expense caused to Buyers by reason of such error and Sellers shall on request
151 furnish an approved guarantee in respect thereto.

152 (h) Amounts payable under this contract shall be settled without delay. If not so settled, either party may notify
153 the other that a dispute has arisen and serve a notice stating his intention to refer the dispute to arbitration in
154 accordance with the Arbitration Rules.

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

160
161 **13. DUTIES, TAXES, LEVIES, ETC.**

162 Sellers shall customs clear the goods for export. All export duties, taxes, levies, etc., present or future, in country
163 of origin, shall be for Sellers' account. All import duties, taxes, levies, etc., present, or future, in country of
164 destination, shall be for Buyers' account.

165
166 **14. WEIGHING**

167 *Final at time and place of loading as Sellers' expense as per GAFTA registered superintendents' certificate at
168 Sellers' choice and expense, (in which case the Deficiency Clause will not apply). The terms and conditions of
169 GAFTA Weighing Rules No. 123 are deemed to be incorporated into this contract,

170
171 *Final at time and place of discharge at Buyers' expense

172 * Independent weighbridge certificate, with deduction of pallet weight where appropriate.
173
174

175 In the absence of agreement, Government, Official or Gafta-recognized independent Inspector's Certificates shall
176 be final as to shipped quantity, in which case Deficiency Clause 15 shall not apply.
177

178 **15. DEFICIENCY**

179 Any deficiency in the bill of lading weight shall be paid for by Sellers and any excess over bill of lading weight
180 shall
181 be paid for by Buyers at contract price.
182

183 **16. DISCHARGE**

184 Containers shall be de-stuffed promptly after release of the containers by the shipping line.
185

186 **17. INSURANCE**

187 **17.1 Insurance for Contracts Concluded on CIF Terms only**, Sellers shall provide insurance on terms not less
188 favourable than those set out hereunder, and as set out in detail in GAFTA Insurance Terms No.72 viz.:-

189 (a) Risks Covered:-

190 Cargo Clauses (WA), with average payable, with 3% franchise or better terms - Section 2 of Form 72

191 War Clauses (Cargo) - Section 4 of
192 Form 72

193 Strikes, Riots and Civil Commotions Clauses (Cargo) - Section 5 of Form 72

194 (b) Insurers - The insurance to be effected with first class underwriters and/or companies who are domiciled or
195 carrying on business in the United Kingdom or who, for the purpose of any legal proceedings, accept a British
196 domicile and provide an address for service of process in London, but for whose solvency Sellers shall not be
197 responsible.

198 (c) Insurable Value - Insured amount to be for not less than 2% over the invoice amount, including freight when
199 freight is payable on shipment or due in any event, ship and/or cargo lost or not lost, and including the amount of
200 any War Risk premium payable by Buyers.

201 (d) Freight Contingency - When freight is payable on arrival or on right and true delivery of the goods and the
202 insurance does not include the freight, Sellers shall effect insurance upon similar terms, such insurance to attach
203 only as such freight becomes payable, for the amount of the freight plus 2%, until the termination of the risk as
204 provided in the above mentioned clauses, and shall undertake that their policies are so worded that in the case of
205 particular or general average claim the Buyers shall be put in the same position as if the c.i.f. value plus 2% were
206 insured from the time of shipment.

207 (e) Certificates/Policies - Sellers shall serve all policies and/or certificates and/or letters of insurance provided
208 for in this contract, (duly stamped if applicable) for original and increased value (if any) for the value stipulated
209 in (c) above. In the event of a certificate of insurance being supplied, it is agreed that such certificate shall be
210 exchanged by Sellers for a policy if and when required and such certificate shall state on its face that it is so
211 exchangeable. If required by Buyers, letter(s) of insurance shall be guaranteed by a recognised bank, or by any
212 other guarantor who is acceptable to Buyers.

213 (f) Total Loss - In the event of total or constructive total loss, or where the amount of the insurance becomes
214 payable in full, the insured amount in excess of 2% over the invoice amount shall be for Sellers' account and the
215 party in possession of the policy (ies) shall collect the amount of insurance and shall thereupon settle with the
216 other party on that basis.

217 (g) Currency of Claims - Claims to be paid in the currency of the contract.

218 (h) War and Strike Risks Premiums - Any premium in excess of 0.50% to be for account of Buyers. The rate of
219 such insurance not to exceed the rate ruling in London at time of shipment or date of vessel's sailing whichever
220 may be adopted by underwriters. Such excess premium shall be claimed from Buyers, wherever possible, with
221 the Provisional Invoice, but in no case later than the date of vessel's arrival, or not later than 7 consecutive days
222 after the rate has been agreed with underwriters, whichever may be the later, otherwise such claim shall be void
223 unless, in the opinion of Arbitrators, the delay is justifiable. Sellers' obligation to provide War Risk Insurance
224 shall be limited to the terms and conditions in force and generally obtainable in London at time of shipment.

225 **17.2 For Contracts Concluded on C & F Terms** Buyers shall as per Clause 17.1 above be responsible for
226 obtaining insurance cover and shall, if required by Sellers, provide evidence to Sellers prior to the
227 commencement of loading that they have obtained suitable cover. If Buyers refuse or fail to provide evidence
228 Sellers are entitled (but not obliged) to cover insurance on the same terms at the Buyers' expense.
229

230 **18. PREVENTION OF SHIPMENT**

231 "Event of Force Majeure" means (a) prohibition of export or other executive or legislative act done by or on
232 behalf of the government of the country of origin or of the territory where the port or ports named herein is/are
233 situate, restricting export, whether partially or otherwise, or (b) blockade, or (c) acts of terrorism, or (d)

234 hostilities, or (e) strike, lockout or combination of workmen, or (f) riot or civil commotion, or (g) fire, or (h) ice,
235 or (i) Act of God, or (j) unforeseeable and unavoidable impediments to transportation or navigation, or (k) any
236 other event comprehended in the term "force majeure".

237
238 Should Sellers' or Buyers' performance of this contract be prevented, whether partially or otherwise, by an Event
239 of Force Majeure, the performance of this contract shall be suspended for the duration of the Event of Force
240 Majeure, provided that claimant shall have served a notice on respondent within 7 consecutive days of the
241 occurrence or not later than 21 consecutive days before commencement of the shipment period, whichever is
242 later, with the reasons therefor.

243
244 If the Event of Force Majeure continues for 21 consecutive days after the end of the shipment period, then
245 respondents have the option to cancel the unfulfilled part of the contract by serving a notice on claimants not
246 later than the first business day after expiry of the 21 day period.

247
248 If this option to cancel is not exercised then the contract shall remain in force for an additional period of 14
249 consecutive days, after which, if the Event of Force Majeure has not ceased, any unfulfilled part of the contract
250 shall be automatically cancelled.

251
252 If the Event of Force Majeure ceases before the contract or any unfulfilled part thereof can be cancelled, claimant
253 shall notify respondent without delay that the Event of Force Majeure has ceased. Sellers shall be entitled, from
254 the cessation, to as much time as was left for shipment under the contract prior to the occurrence of the Event of
255 Force Majeure. If the time that was left for shipment under the contract is 14 days or less, a period of 14
256 consecutive days shall be allowed.

257
258 The burden of proof lies upon claimant and the parties shall have no liability to each other for delay and/or non-
259 fulfilment under this clause, provided that claimant shall have provided to respondent, if required, satisfactory
260 evidence justifying the delay or non-fulfilment.

261 **19. NOTICES**

262 All notices required to be served on the parties pursuant to this contract shall be communicated rapidly in legible
263 form. Methods of rapid communication for the purposes of this clause are defined and mutually recognised as: -
264 either telex, or letter if delivered by hand on the date of writing, or telefax, or E-mail, or other electronic means,
265 always subject to the proviso that if receipt of any notice is contested, the burden of proof of transmission shall
266 be on the sender who shall, in the case of a dispute, establish, to the satisfaction of the arbitrator(s) or board of
267 appeal appointed pursuant to the Arbitration Clause, that the notice was actually transmitted to the addressee. In
268 case of resales/repurchases all notices shall be served without delay by sellers on their respective buyers or vice
269 versa, and any notice received after 1600 hours on a business day shall be deemed to have been received on the
270 business day following. A notice to the Brokers or Agent shall be deemed a notice under this contract.

271 **20. NON-BUSINESS DAYS**

272 Saturdays, Sundays and the officially recognised and/or legal holidays of the respective countries and any days,
273 which GAFTA may declare as non-business days for specific purposes, shall be non-business days. Should the
274 time limit for doing any act or serving any notice expire on a non-business day, the time so limited shall be
275 extended until the first business day thereafter. The period of shipment shall not be affected by this clause.

276 **21. DEFAULT**

277 In default of fulfilment of contract by either party, the following provisions shall apply: -

278 (a) The party other than the defaulter shall, at their discretion have the right, after serving notice on the defaulter
279 to sell or purchase, as the case may be, against the defaulter, and such sale or purchase shall establish the default
280 price.

281 (b) If either party be dissatisfied with such default price or if the right at (a) above is not exercised and damages
282 cannot be mutually agreed, then the assessment of damages shall be settled by arbitration.

283 (c) The damages payable shall be based on, but not limited to, the difference between the contract price and
284 either the default price established under (a) above or upon the actual or estimated value of the goods, on the
285 date of default, established under (b) above.

286 (d) In no case shall damages include loss of profit on any sub-contracts made by the party defaulted against or
287 others unless the arbitrator(s) or board of appeal, having regard to special circumstances, shall in his/their sole
288 and absolute discretion think fit.

289 (e) Damages, if any, shall be computed on the quantity appropriated if any but, if no such quantity has been
290 appropriated then on the mean contract quantity, and any option available to either party shall be deemed to
291 have been exercised accordingly in favour of the mean contract quantity.

292 (f) Default may be declared by Sellers at any time after expiry of the contract period, and the default date shall

296 then be the first business day after the date of Sellers' advice to their Buyers. If default has not already been
297 declared then (notwithstanding the provisions stated in the Appropriation Clause) if notice of appropriation has
298 not been served by the 10th consecutive day after the last day for appropriation laid down in the contract, the
299 Seller shall be deemed to be in default and the default date shall then be the first business day thereafter.
300

301 **22. CIRCLE**

302 Where Sellers re-purchase from their Buyers or from any subsequent buyer the same goods or part thereof, a
303 circle shall be considered to exist as regards the particular goods so re-purchased, and the provisions of the
304 Default Clause shall not apply. (For the purpose of this clause the same goods shall mean goods of the same
305 description, from the same country of origin, of the same quality, and, where applicable, of the same analysis
306 warranty, for shipment to the same port(s) of destination during the same period of shipment). Different
307 currencies shall not invalidate the circle.

308 Subject to the terms of the Prevention of Shipment Clause in the contract, if the goods are not appropriated, or,
309 having been appropriated documents are not presented, invoices based on the mean contract quantity shall be
310 settled by all Buyers and their Sellers in the circle by payment by all Buyers to their Sellers of the excess of the
311 Sellers' invoice amount over the lowest invoice amount in the circle. Payment shall be due not later than 15
312 consecutive days after the last day for appropriation, or, should the circle not be ascertained before the expiry of
313 this time, then payment shall be due not later than 15 consecutive days after the circle is ascertained.

314 Where the circle includes contracts expressed in different currencies the lowest invoice amount shall be replaced
315 by the market price on the first day for contractual shipment and invoices shall be settled between each Buyer
316 and his Seller in the circle by payment of the differences between the market price and the relative contract price
317 in currency of the contract.

318 All Sellers and Buyers shall give every assistance to ascertain the circle and when a circle shall have been
319 ascertained in accordance with this clause it shall be binding on all parties to the circle. As between Buyers and
320 Sellers in the circle, the non-presentation of documents by Sellers to their Buyers shall not be considered a
321 breach of contract. Should any party in the circle prior to the due date of payment commit any act comprehended
322 in the Insolvency Clause of his contract, settlement by all parties in the circle shall be calculated at the closing out
323 price as provided for in the Insolvency Clause, which shall be taken as a basis for settlement, instead of the lowest
324 invoice amount in the circle. In this event respective Buyers shall make payment to their Sellers or respective
325 Sellers shall make payment to their Buyers of the difference between the closing out price and the contract price.
326

327 **23. INSOLVENCY**

328 If before the fulfilment of this contract, either party shall suspend payments, notify any of the creditors that he is
329 unable to meet debts or that he has suspended or that he is about to suspend payments of his debts, convene, call
330 or hold a meeting of creditors, propose a voluntary arrangement, have an administration order made, have a
331 winding up order made, have a receiver or manager appointed, convene, call or hold a meeting to go into
332 liquidation (other than for re-construction or amalgamation) become subject to an Interim Order under Section
333 252 of the Insolvency Act 1986, or have a Bankruptcy Petition presented against him (any of which acts being
334 hereinafter called an "Act of Insolvency") then the party committing such Act of Insolvency shall forthwith serve
335 a notice of the occurrence of such Act of Insolvency on the other party to the contract and upon proof (by either
336 the other party to the contract or the Receiver, Administrator, Liquidator or other person representing the party
337 committing the Act of Insolvency) that such notice was served within 2 business days of the occurrence of the Act
338 of Insolvency, the contract shall be closed out at the market price ruling on the business day following the serving
339 of the notice.

340 If such notice has not been served, then the other party, on learning of the occurrence of the Act of Insolvency,
341 shall have the option of declaring the contract closed out at either the market price on the first business day after
342 the date when such party first learnt of the occurrence of the Act of Insolvency or at the market price ruling on
343 the first business day after the date when the Act of Insolvency occurred.

344 In all cases the other party to the contract shall have the option of ascertaining the settlement price on the closing
345 out of the contract by re-purchase or re-sale, and the difference between the contract price and the re-purchase
346 or re-sale price shall be the amount payable or receivable under this contract.
347

348 **24. DOMICILE**

349 This contract shall be deemed to have been made in England and to be performed in England, notwithstanding
350 any contrary provision, and this contract shall be construed and take effect in accordance with the laws of
351 England. Except for the purpose of enforcing any award made in pursuance of the Arbitration clause of this
352 contract, the Courts of England shall have exclusive jurisdiction to determine any application for ancillary relief,
353 (save for obtaining security only for the claim or counter-claim), the exercise of the powers of the Court in
354 relation to the arbitration proceedings and any dispute other than a dispute which shall fall within the
355 jurisdiction of arbitrators or board of appeal of the Association pursuant to the Arbitration Clause of this contract.

356 For the purpose of any legal proceedings each party shall be deemed to be ordinarily resident or carrying on
357 business at the offices of The Grain and Feed Trade Association, England, (GAFTA) and any party residing or

358 carrying on business in Scotland shall be held to have prorogated jurisdiction against himself to the English
359 Courts or if in Northern Ireland to have submitted to the jurisdiction and to be bound by the decision of the
360 English Courts. The service of proceedings upon any such party by leaving the same at the offices of The Grain
361 and Feed Trade Association, together with the posting of a copy of such proceedings to his address outside
362 England, shall be deemed good service, any rule of law or equity to the contrary notwithstanding.

363
364 **25. DISPUTES & ARBITRATION**

365 (a) Both parties shall first consider resolving any dispute through Gafta Mediation in accordance with GAFTA
366 Mediation Rules 128

367 (b) If either party declines mediation, it is hereby agreed that any and all disputes arising out of or under this
368 contract or any claim regarding the interpretation or execution of this contract shall be determined by arbitration
369 in accordance with the **GAFTA Simple Disputes Arbitration Rules 126**, in the edition current at the date of this
370 contract, such Rules are incorporated into and form part of this Contract and both parties hereto shall be deemed
371 to be fully cognisant of and to have expressly agreed to the application of such Rules.

372 (c) Neither party hereto, nor any persons claiming under either of them shall bring any action or other legal
373 proceedings against the other in respect of any such dispute, or claim, which shall be heard and determined by
374 the arbitrator, in accordance with **GAFTA Simple Disputes Arbitration Rules 126** which shall be final and
375 binding on the parties. There is no right of appeal to Gafta or the Courts. (The role of the Courts shall be restricted
376 to enforcement, if required, of an Award of Arbitration)

377 (d) Nothing contained under this Arbitration Clause shall prevent the parties from seeking to obtain security in
378 respect of their claim or counterclaim via legal proceedings in any jurisdiction, provided such legal
379 proceedings shall be limited to applying for and/or obtaining security for a claim or counterclaim, it being
380 understood and agreed that the substantive merits of any dispute or claim shall be determined solely by
381 arbitration in accordance with GAFTA Simple Disputes Arbitration Rules 126.

382 (e) **DEFAULT OF ARBITRATION**

383 In the event that any party to a GAFTA Arbitration (a) neglects or refuses to carry out or abide by an Award of
384 Arbitration within 21 days of the issue of that Award by GAFTA or (b) fails to pay any costs, fees or expenses of
385 the Arbitration within 21 days of being called upon by GAFTA to do so, both parties expressly agree that GAFTA
386 shall notify GPC in writing of any such default. GPC shall then, at its absolute discretion, have the right to take
387 disciplinary action against the defaulting party (whether a member of GPC or not) in accordance with the GPC
388 Code of Ethics of which both parties acknowledge awareness. Disciplinary action shall include, but shall not be
389 limited to, suspension from GPC membership or recommendation of suspension from any GPC affiliates, on
390 such terms and for such duration as GPC shall determine (including a prohibition on attending any GPC
391 convention or event and written notification of defaulter to GPC membership - whether the defaulter is a
392 member of GPC or not).

393
394 **26. INTERNATIONAL CONVENTIONS**

395 The following shall not apply to this contract: -

396 (a) The Uniform Law on Sales and the Uniform Law on Formation to which effect is given by the Uniform Laws on
397 International Sales Act 1967.

398 (b) The United Nations Convention on Contracts for the International Sale of Goods of 1980.

399 (c) The United Nations Convention on Prescription (Limitation) in the International Sale of Goods of 1974 and the
400 amending Protocol of 1980.

401 (d) Incoterms.

402 (e) Unless the contract contains any statement expressly to the contrary, a person who is not a party to this
403 contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of it.

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

Issued by:

Global Pulse Confederation

+ 971.4.363.36.12 | info@globalpulses.org | www.globalpulses.org

Silver Tower, DMCC offices No 1 , Lower Level, JLT, Dubai, UAE, Po Box 340503