

GUIDANCE NOTES ON THE CONTRACT RULES FOR PACKED COCOA PRODUCTS ON BUYER'S CALL (CP 2)

These Guidance Notes aim to provide informal, non-statutory guidance about FCC Rules. These Guidance Notes do not form part of any FCC Rules whatsoever or any contract subject to any such FCC Rules and shall not affect the construction or interpretation of any such FCC Rules or any such contract.

1. APPLICATION OF CONTRACT RULES

1.1 Law

The Contracts (Rights of Third Parties) Act 1999 does not apply to any contract incorporating CP2. It is aimed at preventing a third party from having any right to enforce any term of the contract, even if the term purports to confer a benefit upon him, unless the contract expressly provides that he may have such a right.

2. GENERAL DEFINITIONS

These Rules do not include any definitions or specifications of products.

Therefore it is essential that Buyers and Sellers agree product definitions and/or specifications to apply to any product traded on this contract.

In particular it should be noted that the EU Directive 2000/36/CE does not specify pressed cocoa butter. Although it is generally accepted that cocoa butter will be pressed unless stated otherwise, Buyers who wish specifically to exclude expeller butter, solvent extracted butter or refined butter in any way are advised to state "Pressed Cocoa Butter" in the description of their contracts.

2.3. Collection Contract

For the purpose of this contract, CPT and CIP contracts fall within the definition of a collection contract.

3. TRANSMISSION OF NOTICES

It is recommended that notices be passed directly between Parties whether or not a broker is involved.

8.1 Delivery terms

As examples

Collection Contract:

- Free Carrier (FCA)
- Ex Works (EXW)
- Carriage Paid to (CPT)
- Carriage Insurance Paid (CIP)

Delivered Contract:

- Delivered Duty Unpaid (DDU)
- Delivered Duty Paid (DDP)

9.2 Notice Period

For the purpose of this Rule, a tolerance of one Business day means that the Seller has the option to confirm the date the buyer requested, or the day before, or the day after. Once the Seller has confirmed (within 2 business days) a date in writing, it becomes the guaranteed delivery/collection day.