



**Contract Rules for Packed Cocoa Products on Buyer's  
Call\***

**(Applicable to contracts concluded  
on or after 01 August 2005)**

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# CONTRACT RULES FOR PACKED COCOA PRODUCTS ON BUYER'S CALL

## PART 1: GENERAL CONDITIONS

*APPLICABLE TO CONTRACTS CONCLUDED ON OR AFTER 01 AUGUST 2005*

Unless otherwise stated all the following Contract Rules, which the Parties declare they are familiar with and accept, shall be deemed to be incorporated in and form part of the contract.

Only the English and French versions of these Rules are authentic.

The meaning of the English and French versions of CP2 shall prevail in the event that the meaning of the German translation or any part thereof shall differ therefrom.

### 1. APPLICATION OF CONTRACT RULES

#### 1.1 Law

The contract shall be governed by and construed in accordance with English law.

The following international conventions shall not apply:

- (a) The Uniform Law on Sales and the Uniform Law on Formation;
- (b) The United Nations Convention on Contracts for the International Sale of Goods of 1980;
- (c) The United Nations Convention on Prescription (Limitation) in the International Sale of Goods of 1974 and the amending Protocol of 1980;
- (d) The Contracts (Rights of Third Parties) Act 1999.

#### 1.2 FCC Arbitration

The Federation of Cocoa Commerce Limited (hereinafter referred to as "FCC") provides two arbitration forums for dispute resolution arising out of this contract; one forum is based in London, England (hereinafter referred to as "FCC London") and the other in Paris, France (hereinafter referred to as the "Chambre Arbitrale of the FCC Paris").

In the event that the Parties do not agree upon the choice of arbitration forum or, in the event that there is a dispute as to whether a contract has been concluded (unless both Parties agree to refer the dispute to the Chambre Arbitrale of the FCC Paris) then disputes must be referred to FCC London.

##### 1.2.1 Arbitration in London

The Arbitration and Appeal Rules of the FCC London are deemed incorporated into contracts where the Parties have either:

- (a) chosen FCC London as the forum for dispute resolution; or
- (b) did not agree upon a forum for dispute resolution.

Any dispute arising out of this contract which has been submitted to FCC London under (a) or (b) above shall be settled by arbitration in accordance with the laws of England (where this contract is deemed to be made) as provided for by the English language edition of the FCC Arbitration and Appeal Rules which are

deemed incorporated into this contract and both Parties hereto are deemed to contract with the full knowledge of the said Rules.

### **1.2.2 Arbitration in Paris**

The Arbitration and Appeal Rules of the Chambre Arbitrale of the FCC Paris are deemed incorporated into contracts where the Parties have chosen the Chambre Arbitrale of the FCC Paris as the forum for dispute resolution. Awards made under these Rules are those of last resort and without other appeal than that of annulment, according to the provision set out in article 1484 of the "Nouveau Code de Procédure Civile". The French original version of the FCC Arbitration and Appeal Rules shall prevail.

Any dispute arising out of this contract shall be settled by arbitration in accordance with the laws of France. (Parties should note that whilst the arbitration procedure will be subject to the laws of France, the contract will be subject to the English law in accordance with Rule 1.1).

## **2. GENERAL DEFINITIONS**

*These definitions are only for the purpose of the "Contract rules for packed cocoa products on Buyer's call".*

### **2.1 Time**

All periods of time shall run without interruption. The first day is the one following the day on which the event occurred. The last day is the one ending the period.

Unless otherwise stipulated, the following shall apply:

#### **2.1.1 Day or calendar day**

Period of 24 hours, midnight to midnight.

#### **2.1.2 Non-business day**

Saturdays, Sundays and any public holiday in the country where the Party required to do the act or to give any notice resides or carries on business or in the country where the act has to be done or the notice has to be received. Should the time limit for doing any act or giving any notice expire on a non-business day, the time so limited shall be extended until the first business day thereafter.

#### **2.1.3 Business day**

Any day other than a non-business day.

### **2.2 Party**

"Party" means a Buyer or a Seller but not a Broker.

### **2.3 Collection Contract**

A contract in which the Seller either:

- (a) makes the product available to the Buyer at his premises; or
- (b) is called upon to deliver the product to a carrier appointed by the Buyer; or
- (c) has to contract for carriage but without assuming the risk of loss or damage to the product or additional costs due to events occurring after dispatch.

### **2.4 Delivered Contract**

A contract in which the Seller has to bear all costs and risks in bringing the product to the place of destination.

**2.5 Package**

Includes, but is not limited to, bags, sacks, cartons, drums and flexible intermediate bulk containers (FIBC).

**2.6 Call-Off Notice**

Is a request by the Buyer for a delivery/collection date.

**3. TRANSMISSION OF NOTICES****3.1 Mode**

All notices required to be served on the Parties pursuant to this contract shall be communicated rapidly in legible written form and contain evidence of the date and time of transmission. Methods of rapid communication for the purposes of this clause are defined and mutually recognised as either telex, or letter if delivered by hand on the date of writing, or facsimile, or E-mail, or other electronic means, always subject to the proviso that if receipt of any notice is contested, the burden of proof of transmission shall be on the sender who shall, in the case of dispute, establish, to the satisfaction of the Arbitrators or Board of Appeal appointed pursuant to the FCC Arbitration and Appeal Rules, that the notice was actually transmitted to the addressee. If required by the sender, the receiver shall acknowledge receipt of a notice by one of the same methods.

**3.2 Passing on**

Unless otherwise expressly agreed by the Parties, all notices received by one Party shall be deemed to have been passed on in due time provided that the said notice is despatched by midnight local time to the other Party on the first business day following receipt of the said notice.

**4. ASSIGNMENT OF INTEREST IN THE CONTRACT**

No Party shall assign any interest in the contract without the consent in writing of the other Party which consent shall not be unreasonably withheld.

**5. RETENTION OF TITLE**

Notwithstanding the passing of risk in the product to the Buyer in accordance with the other provisions of the contract, the product shall remain the sole and absolute property of the Seller as legal and beneficial owner until such time as the Buyer has paid the full and agreed price in respect of any specific delivery / collection.

Until such time as property in the product shall have passed, the Buyer or any person deriving title there from shall be responsible for the safe keeping of such product and shall indemnify the Seller in respect of any loss arising out of failure to take all appropriate steps to safeguard them.

In the event of Buyer's failure to make due payment for the product in accordance with the terms of the contract or as may otherwise be agreed in writing the Seller shall be entitled to repossess the product.

**6. INSOLVENCY****6.1 Close-out for insolvency**

The following shall apply if before the fulfilment of the contract a Party who is an individual shall be made the subject of bankruptcy proceedings or their equivalent or a Party which is a company shall be made the subject of winding up proceedings or their equivalent:

- (a) such Party shall immediately inform the Counterparty of the same;
- (b) the Counterparty may cause the contract to be closed out by notice in writing to that effect, provided that the ability of the other Party to fulfil the contract shall be materially adversely affected. In such circumstances the contract shall be closed out at the market closing values of the business day following the receipt of the notice by the Party to

whom the notice is sent. These values shall be fixed by arbitration in the absence of agreement on the same.

## **6.2 Balance of accounts for insolvency**

If the contract is closed out pursuant to the Rule 6.1 and there exist any additional contracts between the same Parties which are subject to any FCC Rules (whether relating to cocoa beans or cocoa products) then the additional contracts shall be deemed to be closed out at the same time as the contract is closed out.

An account shall then be taken promptly by the Parties of all sums due from each Party to the other in respect of the contract and the additional contracts, if any, and all sums owed between the Parties shall be set off against each other and any amount which remains owing by one Party to the other shall be paid promptly.

## **6.3 Unenforceability**

If this Rule 6, or any part, is prohibited by law or judged by a court to be unlawful, void or unenforceable, then this Rule 6 or any such part shall, to the extent required, be deemed removed and any remaining part shall continue in full force and effect and shall not in any way affect any other circumstances of or the validity or enforcement of this Contract.

## **PART 2: EXECUTION OF CONTRACT**

### **7. GENERAL**

#### **7.1 Separate Contracts**

Each delivery / collection shall be enforced as a separate contract once the delivery / collection date has been confirmed in accordance with Rule 9.2.

#### **7.2 Quality and Condition**

The product supplied is warranted to be of merchantable quality, in good condition and to comply with all relevant statutory requirements or regulations relating to the sale of foodstuffs in the country of delivery.

On a Collection Contract, quality and condition shall be final on departure.

On a Delivered Contract, quality shall be final either on departure or upon arrival as agreed between Parties; condition shall be final upon arrival.

#### **7.3 Type/Grade/Brand Option Contracts**

##### **7.3.1 Seller's Option**

The Seller may exercise his option as to which type(s)/grade(s)/brand(s) will be delivered against this contract or part thereof provided he advises the Buyer in writing prior to commencement of collection / delivery period the name(s) and quantity (ies) of the type(s)/grade(s)/brand(s) he will deliver.

##### **7.3.2 Buyer's Option**

The Buyer must exercise his option for each collection/delivery latest at the time of giving the Call-off Notice.

### **8. DELIVERY**

#### **8.1 Delivery terms**

ICC INCOTERMS current at the date of the contract to apply, unless expressly agreed otherwise in writing.

#### **8.2 Quantity**

The seller may deliver 0.25% more or less than the original contract quantity.

The original quantity is net of tare and the weight of the products is as printed on the packages or on the packing list.

The above tolerance shall not apply whenever a contract is closed out by payment of differences between purchase and sale prices.

#### **8.3 Transport**

##### **8.3.1 Transport requirements**

All means of transport have to comply with the relevant requirements of any competent authority in the countries of collection, transit and delivery.

##### **8.3.2 Suitability for foodstuffs**

On a delivered contract the Seller is responsible for ensuring that all vehicles and containers used for this purpose are suitable for the transportation of foodstuffs. The vehicle or container must be clean, dry, odourless and in good condition.

On a collection contract the Buyer is responsible for ensuring that all vehicles and containers used for this purpose are suitable for the transportation of foodstuffs. The vehicle or container must be clean, dry, odourless and in good condition.



However the Seller may refuse to load any vehicle or container which he reasonably believes fails so to comply, unless and until the Seller receives from the Buyer a written letter of indemnity by which the Buyer agrees to indemnify the Seller in respect of all and any liabilities arising from Buyer's instructions to load under such circumstances. For avoidance of doubt, the Seller is under no obligation to inspect the vehicle or container as the case may be.

#### **8.4 Packaging**

Unless supplied in bulk, cocoa products shall be packed in new hygienic packages suitably lined and in wrappings of sufficient strength to withstand the transit and storage, and which are suitable for food contact use.

### **9. CALL-OFFS**

#### **9.1 Deliveries / Collections**

Where the contract quantity is delivered by way of more than one delivery, then the quantity of each delivery shall be such that the contract quantity is fairly evenly spread over the delivery period, unless otherwise agreed in writing.

#### **9.2 Notice Period**

##### **9.2.1. For packed cocoa butter**

Provided the Seller receives a request for a delivery/collection date (the "Call-Off Notice") at least 21 days in advance, the Seller shall accept the requested delivery/collection date with a tolerance of one Business day before or after the requested date, unless in their normal course of business both Parties are operating on Non-Business days. The Seller shall confirm the accepted date in writing within two business days. Once the date is confirmed in writing by the Seller, it is fixed subject to any amendment agreed in writing.

For any notice period of less than 21 days, delivery/collection dates shall be by mutual agreement.

If there is a contract balance for which the Buyer has only given the Call-Off Notice during the last 10 days of the contract delivery period, the Seller has the right to extend the delivery period by up to 10 days and charge appropriate costs. If the Seller does not exercise this right, the Buyer and the Seller shall agree on a new delivery period at an appropriate cost.

For any contract in which the Seller has to contract for carriage and where the normal transit time exceeds 2 days, the notice period shall be extended, and the fixed delivery date shall be extended into a period of more than 1 day, as agreed between the Parties.

##### **9.2.2 For packed cocoa liquor, cocoa cake and cocoa powder**

Provided the Seller receives a request for a delivery/collection date (the "Call-Off Notice") at least 42 days in advance, the Seller shall accept the requested delivery/collection date with a tolerance of one Business day before or after the requested date, unless in their normal course of business both Parties are operating on Non-Business days. The Seller shall confirm the accepted date in writing within two business days. Once the date is confirmed in writing by the Seller, it is fixed subject to any amendment agreed in writing.

For any notice period of less than 42 days, delivery/collection dates shall be by mutual agreement.

If there is a contract balance for which the Buyer has only given the Call-Off Notice during the last 14 days of the contract delivery period, the Seller has the right to extend the delivery period by up to 28 days and charge appropriate costs. If the Seller does not exercise this right, the Buyer and the Seller shall agree on a new delivery period at an appropriate cost.

For any contract in which the Seller has to contract for carriage and where the normal transit time exceeds 2 days, the notice period shall be extended, and the fixed delivery date shall be extended into a period of more than 1 day, as agreed between the Parties.

**9.2.3 Less than full vehicle / container loads**

For any delivery of less than a full vehicle/container load, the fixed delivery/collection date may be extended into a period of more than 1 day, as agreed between the Parties.

**9.3 Delays of less than 24 hours**

Where delivery, arrival, loading or unloading is delayed by less than 24 hours, neither Party has the right to put the other Party in default for having missed the fixed date/period but the matter may be settled between the Parties by the recovery of vehicle or container demurrage incurred as a result of the delay, in accordance with Rule 15.

**10. PRICE FIXATION**

**10.1 Price fixation terms**

If the price of the contract is to be on a price fixation basis, the contract shall state:

- (a) the ratio; and
- (b) whether price fixation shall be at the Seller's option, at the Buyer's option, or by mutual agreement; and
- (c) either:
  - i. the applicable Euronext.liffe Cocoa Futures Contract delivery month; or
  - ii. the applicable New York Board of Trade ("NYBOT") Cocoa Futures Contract delivery month.

**10.2 Contract price and tonnage**

The contract price shall be determined by the specified ratio applied to either:

- (a) the price at which Parties exchange Futures Contracts ("Against Actuals" / "Exchange for Physicals"); or
- (b) the Cocoa Futures' ask price for the specified market delivery month in the case of price fixation at the Buyer's option, subject to availability of volume on the Futures Market; or
- (c) the Cocoa Futures' bid price for the specified market delivery month in the case of price fixation at the Seller's option, subject to availability of volume on the Futures Market; or
- (d) a mutually agreed price.

Unless otherwise specified in the contract the resultant price shall be expressed in either Pounds Sterling per Metric Tonne for contracts fixed against Euronext.liffe, or US Dollars per Metric Tonne for contracts fixed against NYBOT.

**10.3 Time of price fixation**

**10.3.1 Price fixation prior to loading**

In all cases price fixation must occur prior to the loading of the product.

**10.3.2 Price fixation at Buyer's or Seller's Option**

The Party holding the price fixation option shall request fixation of the contract on any business day of the relevant Cocoa Futures Contract, starting from the date of the contract to the close of business on a date which is, in respect of the specified delivery month, two business days prior to the:

- (a) last trading day, for contracts fixed against Euronext.liffe; or
- (b) first notice day, for contracts fixed against NYBOT;

all dates inclusive, in accordance with Rule 10.2 and the procedures in force for the relevant Cocoa Futures Contract.

**10.3.3 Price fixation by mutual agreement**

Should at any time Parties fail to mutually agree, price fixation shall be deferred until such time as agreement is reached. However last times for price fixation as in Rules 10.3.1 and 10.3.2 still apply.

**10.4 Amount to be fixed**

The Party holding the price fixation option may request fixation of any part of the contract provided that the quantity fixed shall be vehicle or container loads or multiples thereof, except when pricing the balance of the total contract quantity.

**10.5 Closure of either the Euronext.liffe or NYBOT Cocoa futures contracts**

In the event of the closure of the Euronext.liffe or NYBOT Cocoa Futures Contract under emergency provisions or Force Majeure the price for any unfixed portion of the contract shall be fixed in accordance with the settlement procedures of the relevant Cocoa Futures Contract.

**11. PRICE**

The price payable for the product shall be as agreed between Buyer and Seller in the contract and, unless otherwise agreed, includes all applicable taxes, duties, levies and costs in accordance with the agreed delivery terms at the date of sale, excluding VAT.

The price in the contract is fixed and is not subject to alteration except that the Seller reserves the right to increase the price to reflect any increase in cost to the Seller due to any change in law, regulation, tax, duty or other payment imposed upon the product, by the European Union or by any of the member states of the European Union or by the country where delivery shall be made in so far as such change is introduced or increased between the date of sale and the date of delivery.

In any case, Rule 15 shall apply.

**12. DOCUMENTS**

The Seller shall provide all necessary document(s) and further agreed document(s) if any. All expenses connected therewith shall be for the Seller's account. The Buyer shall furnish the Seller with all necessary details enabling the Seller to provide the documents in due time.

Should the Seller fail to present the agreed document(s), he will be liable for:

- (a) any extra import duty; and/or
- (b) any vehicle or container demurrage

incurred and paid by the Buyer as a result of such failure.

**13. PRESENTATION AND PAYMENT OF INVOICES****13.1 Weight Basis**

Product shall be invoiced based on the weight of the product as printed on the packages, or on the packing list.

**13.2 Place**

All documents required under the contract shall be presented to the Buyer at the place(s) specified in the contract. If no place for presentation is stated, then it shall be at the Buyer's address as shown on the contract.

**13.3 Payment**

Payment shall be net cash for 100% of the invoice, by Telegraphic Transfer or equivalent rapid transfer of funds with payment upon receipt of the invoice, unless otherwise agreed.

**13.4 Non-payment**

If there is an unreasonable delay by the Buyer in making full payment in accordance with Rule 13.3, the Seller may exercise any one or more of the following rights:

- (a) to charge interest in accordance with Rule 14;
- (b) with prior notice, to suspend any further deliveries until payment is made;
- (c) with prior notice, to demand payment in advance before any further deliveries are made.

These rights are not all inclusive and are without prejudice to all other rights that the Seller may have.

If, at any time when the Seller is entitled to exercise his rights under this Rule, there exist any additional contracts between the same Parties which are subject to any FCC Rules (whether relating to cocoa beans or cocoa products) the Seller shall have the same rights under any or all such additional contracts.

**14. INTEREST**

Interest shall be payable on all sums which become due, whether by debt or damages, from the date on which such sums become due to the date of payment, whether such payment is made before or after the commencement of arbitration or proceedings for recovery of the same.

If the Parties fail to agree on the interest payable for the currency (ies) in which the debt(s) was/were incurred, then either of them may refer the dispute to arbitration.

**15. CHARGES AND COSTS**

Any charge or cost made by one Party to the other must be accompanied by the appropriate evidence of the charge or cost incurred.

**16. SAMPLING AND SUPERVISION****16.1 Sampling and Supervision**

- (a) On contracts where quality and/or condition are final on departure, a representative sample shall be drawn, sealed and labelled by the Seller prior to delivery. Buyer shall be entitled to sample the product at loading at his expense failing which the sample drawn by the Seller shall be final. These samples shall be the "quality and condition samples" on such contracts.
- (b) On contracts where quality and/or condition are final upon arrival, a representative sample shall be drawn, sealed and labelled by the Buyer upon arrival. Seller shall be entitled to be represented at sampling at unloading, at his expense. This sample shall be the "the quality and condition sample" on such contracts.
- (c) On contracts where quality is final on departure and condition is final upon arrival, the "quality sample" shall be that taken under 16.1 (a) and the "condition sample" shall be that taken under 16.1 (b).

**16.2 Sampling, labelling and storage of samples**

Sampling instruments and sample containers/bags shall be clean, dry and made of suitable materials which do not affect the product.

The containers/bags shall be almost, but not quite, filled: a limited air space shall be allowed for expansion.

The containers/bags shall be airtight and be properly closed, sealed and labelled.

Samples shall be stored in cool, dry and hygienic conditions and away from strong light.

## **PART 3: CLAIMS, DISPUTES AND ARBITRATION**

### **17. CLAIMS**

#### **17.1 Quality and/or condition**

On a Collection contract, product must be examined and signed for at the time of loading. Any apparent loss or damages shall be noted by the driver on the usual transport document.

On a Delivered contract, product must be examined and signed for at the time of delivery. Any apparent loss or damages shall be noted by the Buyer on the usual transport document.

For any apparent defects: claims must be made by the end of the business day following the actual arrival at the Buyer's place of discharge.

For any other defects: claims must be made within 28 business days of the actual arrival time at the Buyer's place of discharge.

In all cases, claims shall be confirmed in writing within 5 business days of the claim being made.

In the event of a dispute on quality and/or condition, and failing settlement, the sample(s) taken under Rule 16 shall be sent with due dispatch to an independent laboratory, whose analysis results shall be final. This laboratory shall be chosen by mutual agreement.

If parties fail to agree on a laboratory or to settle on the basis of the analysis results of the nominated laboratory, the claimant may apply for arbitration as per Rule 20.1.

#### **17.2 Short weight**

Weights as invoiced per Rule 13.1 shall be final, unless the Buyer makes a claim for excessive short-weight.

Claims for missing packages must be made in writing within 5 business days after collection/delivery took place. Any such claim must be supported by the duly noted usual transport document.

Claims for underweight packages must be made in writing within 28 days of the actual arrival of the product at the Buyer's place of discharge.

### **18. FORCE MAJEURE**

#### **18.1 Force Majeure**

Should the Seller be prevented from making delivery, or the Buyer from taking delivery of the product sold, by Acts of God, war, strikes, riots, civil commotion, lockouts, fires, interruption of power, sabotage, machinery breakdown or any other event comprehended by the term Force Majeure, the time for physical delivery shall be suspended for the period during which the Seller is prevented from making delivery or the Buyer is prevented from taking delivery as the case may be and extended for 15 days thereafter. Should the period of suspension exist for a period of 60 days or more beyond the contract period, the contract or any unfulfilled part thereof so affected shall be closed out as per Rule 18.2.

The Party invoking this clause shall notify the other Party of such fact forthwith and shall:

- (a) furnish proof of prevention if required by the other Party;
- (b) demonstrate that the event is irresistible so that the event renders the performance impossible;
- (c) either demonstrate the event is unforeseeable or if the event was foreseeable, demonstrate that reasonable steps had been taken to prevent or avoid it.

## **18.2 Close-out for Force Majeure**

If collection/delivery is still prevented at the end of the extended period, the Parties shall agree a price, based on the market price at the end of the extended period, to close out the contract.

Irrespective of which Party claimed Force Majeure the following procedure shall be adopted:

- (a) if the close-out price is higher than the contract price of the product, the Seller shall pay the Buyer the difference between the close-out price and the contract price;
- (b) if the close-out price is lower than the contract price of the product, the Buyer shall pay the Seller the difference between the close-out price and the contract price.

Failing an amicable agreement on the existence of Force Majeure or the close-out price, the matter may be referred to arbitration.

## **19. DEFAULT AND/OR INTENTION OF NON-PERFORMANCE**

### **19.1 Payment**

Notwithstanding all provisions set out in Rule 13.4, the Seller has the right to put the Buyer in default for the delivery (ies) made but not paid for.

### **19.2 Delivery**

- (a) if the Buyer fails to call off the contractually agreed quantity(ies) or any part thereof in accordance with Rule 9.2 (subject to Rule 8.2), the Seller may declare the Buyer to be in default on the first business day after the end of the contract delivery period;
- (b) if the Seller fails to agree dates for delivery of the contractually agreed quantity(ies) or any part thereof in accordance with Rule 9.2 (subject to Rule 8.2), the Buyer may declare the Seller to be in default on the first business day after the end of the contract delivery period or the extended contract delivery period as the case may be;
- (c) where delivery, arrival, loading or unloading is delayed by more than 24 hours beyond the fixed date/period of delivery, or is not made at all, the Party not at fault is entitled to put the other Party in default for that delivery only, which will then be closed out following the procedure set out in Rule 19.3.

### **19.3 Fulfilment**

In default of fulfilment of the contract by either Party the other Party at his discretion shall, after giving notice, have the right to declare the contract balance to be closed out basis the market price on the day of default. In case of any dispute over the date of default or on the market price on that day, the matter shall be referred to Arbitration. The following procedure shall be adopted:

- (a) if the Seller is in default and if at the date of default the market price of the product to be delivered is higher than the contract price, the Seller shall be charged with the difference between that market price and contract price.
- (b) if the Buyer is in default and if at the date of default the market price of the product to be delivered is lower than the contract price, the Buyer shall be charged with the difference between that market price and contract price.

### **19.4 Intention of non-performance**

Notwithstanding any other provision in these Rules, if before the fulfilment of the contract either Party displays an intention not to perform or an inability to perform, the Counterparty may, by notice in writing to the Party, call for the contract to be closed out.

## **20. ARBITRATION AND APPEAL**

*Any dispute arising out of this contract shall be settled in accordance with the Arbitration and Appeal Rules of the FCC London or the Chambre Arbitrale of the FCC Paris applicable on the date of the contract.*

### **20.1 Claim for arbitration**

A Party claiming for arbitration shall notify the other Party and the FCC of the claim in accordance with the FCC Arbitration and Appeal Rules.

#### **20.1.1 For quality and/or condition**

The claim shall be made within 56 days after unloading. The arbitration shall commence not later than 84 days after the samples have been taken as per Rule 16.

#### **20.1.2 For other than quality and/or condition**

The claim shall be made within the time limits stipulated in the FCC Arbitration and Appeal Rules applicable to the contract pursuant to Rule 1.2.1., or to Rule 1.2.2., or in the event of no such time limit being stipulated then within one year after the last delivery under the contract or one year after the last day of the contracted delivery period if such has not taken place.

### **20.2 Discretion of arbitrators**

In the event of non-compliance with any of the provisions of the Rule 20.1, claims shall be deemed to be waived and absolutely barred, unless the arbitrators shall, in their absolute discretion, otherwise determine.

### **20.3 String arbitration / string contracts**

In the event that a Party claims that the contract forms part of a string of contracts which are subject to the “FCC Contract Rules for Packed Cocoa Products on Buyer’s call” and are in all relevant material points identical in terms including the selection of arbitration centre pursuant to Rule 1.2 except as to price, any arbitration for quality and/or condition may be held between the first Seller and the last Buyer in the string as though they were the only contracting Parties, provided that every Party against whom arbitration is claimed and who in turn claims to be in the string, shall have supplied his contract, the invoice and, when appropriate, confirmation of the Call-off and the proof of collection/delivery as well as any other relevant information required by the Arbitrators.

The Arbitrators shall at their absolute discretion decide whether such contracts constitute a string for the purpose of this Rule.

Any award so made between the first Seller and the last Buyer shall, subject to any rights of appeal available under the Rules and Regulations of the FCC, be binding on all intermediate Parties in the string and may be enforced by an intermediate Party against his immediate contracting Party as though a separate award had been made under each contract.



## CP 2 SHORT FORM CONTRACT

SELLER: .....

ADDRESS: .....

BUYER: .....

ADDRESS: .....

All the terms and conditions of the **FCC CONTRACT RULES FOR PACKED COCOA PRODUCTS ON BUYER'S CALL** in force on the date of the contract shall be deemed to be incorporated in and form part of this contract. Any dispute arising out of the contract shall be referred to Arbitration under the Arbitration and Appeal Rules of the Federation of Cocoa Commerce Limited, London or under the Arbitration and Appeal Rules of the Chambre Arbitrale of the Federation of Cocoa Commerce Limited, Paris in force on the date of the contract as agreed between the Parties.

SPECIFY CHOICE OF ARBITRATION FORUM ☐ LONDON OR ☐ PARIS*(If no arbitration forum is specified then disputes must be referred to FCC London)*

DATE : .....

CONTRACT NO. : .....

QUANTITY : .....

DESCRIPTION : .....

PRODUCT : .....

PERIOD OF COLLECTION / DELIVERY : .....

QUALITY ON ARRIVAL / DEPARTURE : .....

CONDITION ON ARRIVAL / DEPARTURE : .....

PRICE : .....

TERMS : .....

PAYMENT CONDITIONS : .....

SPECIAL CONDITIONS : .....

SIGNATURES : .....

SELLER

BUYER