

OPTIONAL AND SPECIAL CLAUSES

FOFSA EXTENSION OF SHIPMENT CLAUSE - CONTRACT No. 54

HH54

The following clause is for optional use with Contract No. 54, revised and effective from 1st September 2008.

When the contract shipment period does not exceed 31 days the period of shipment can, at the request of the shipper, be extended by an additional period not exceeding 8 days, provided notice is given to the Buyer by any means of rapid written communication, of his intention to claim such extension not later than the first business day following the last day of the original contract shipment period. Successive Buyers must pass on this notification with due dispatch. The Seller need not state the number of additional days claimed, but the contract price shall be reduced as follows by:-
1/2% for 1, 2, 3 or 4 days, or 1% for 5 or 6 days, 1 1/2% for 7 or 8 days.

If the Seller requests an extension and fails to ship within the 8 days, the original contract shipment period shall be considered to have been extended by 8 days and the contract price reduced by 1 1/2%.

FOFSA CONTRACT No. 54

NN

The following clause is deemed to be incorporated in contracts for Malaysian palm kernel oil and became effective on and from 1st September 1982.

ADJUSTMENT OF OUTTURN CLAUSE: "whenever the quantity delivered at destination differs from the mean contract quantity, the surplus or deficiency shall be settled as follows:

Up to and including the first 2% of variation from the mean contract quantity at contract price; the variation above 2% of the mean contract quantity at market price on day of arrival of ship at port of discharge, which is to be agreed between Buyers and Sellers, or determined by FOSFA.

The weight delivered at destination referred to in this clause shall be the weight established, less any moisture and/or impurities arising from external causes after loading.

FOFSA CONTRACT No. 80

AS37

This clause is deemed to be incorporated into the Contract, where such Contract is for oil of Malaysian or Indonesian origin, and becomes effective from 1st March 2001.

EXTENSION OF SHIPMENT/CONTINUOUS LOADING: Where the contract shipment period does not exceed 31 days the period of shipment shall, at the request of Sellers, be extended by an additional period not exceeding 8 days provided notice is given to Buyers of their intention to invoke the continuous loading provisions or claim such extension not later than the first business day following the last day of the original contract shipment period. Successive Sellers must pass on this notification with due dispatch. Sellers shall at the same time nominate the ship they intend to load and shall provide, together with shipping documents, satisfactory evidence that the ship was originally booked with lay days/cancelling within the original contract shipment period.

No allowance shall be payable provided the ship commenced loading at the loadport from which the goods appropriated under this contract are shipped during the contract shipment period and provided loading is completed within 5 days of the end of the original contract shipment period.

If loading did not so commence or, having commenced, did not complete within the said 5 days, Sellers shall make an allowance to their Buyers, on the quantity not loaded, to be deducted in the invoice from the contract price, as follows:

1/2% for 1, 2, 3 or 4 days

1% for 5 or 6 days

1 1/2% for 7 or 8 days.

If Sellers invoke the continuous loading provisions or claim an extension and fail to ship within the 8 days, the original contract shipment period shall be considered to have been extended by 8 days and the contract price reduced by 1 1/2%.

Should Sellers not claim the above extension and fail to ship within the contract period any penalty whether arrived at by amicable settlement or arbitration shall not be related to the allowances of this clause.

Where the conditions of this clause are invoked Sellers undertake not to load on the same ship similar goods sold for the then current shipment period, without the prior consent of Buyers.

FOFSA/PORAM/MEOMA CONTRACT No. 81

AS38

The following clause becomes effective on and from 1st March 2001 and is for use when agreed between Buyers and Sellers.

The FOSFA Qualifications and Operational Procedures for Ships Engaged in the Carriage of Oils and Fats in Bulk for Edible and Oleo-Chemical use, the FOSFA Certificate of Compliance, Cleanliness and Suitability of Ship's Tank, the FOSFA Combined Masters Certificate and the FOSFA List of Banned Immediate Previous Cargoes shall be those in force at the date of the contract.

FOFSA INTERNATIONAL

AS39

The following clause becomes effective on and from 1st June 2002 and is for use when agreed between Buyers and Sellers.

The Seller warrants that neither they, nor their supplier or agents or representatives have added any animal proteins or animal fats to the goods.

FOFSA INTERNATIONAL - SAMPLING AND ANALYSIS CLAUSE

AS40

The following clause is for optional use and applicable to the clause in Contract Nos. 52, 53, 54, 80, 201 and 202 and became effective on and from 1st September 2003. Pre-shipment and at loading samples shall be retained by Sellers superintendents for a period of six months from the date of the Bill of Lading.

FOFSA INTERNATIONAL - B(a)P SPECIFICATIONS FOR CRUDE COCONUT OIL - CONTRACT No. 54

AS41

The following clause becomes effective on and from 1st April 2005 and is for use when agreed between Buyers and Sellers.

For oil with a Benzo(a)Pyrene content above 50 ppb at discharge, Sellers shall pay to Buyers an allowance of 0.1% of the contract price for each ppb above the basis of 50 ppb, fractions in proportion.

FOFSA INTERNATIONAL

AS9

The following clause becomes effective on and from 1st October 2005 and is for use when agreed between Buyers and Sellers.

The immediate previous cargo in the tank/s, lines and pump systems receiving the oils or fats shall have been a product on the FOSFA List of Acceptable Previous Cargoes in force at the date of the Bill/s of Lading. The Restrictions beyond the Immediate Previous Cargo on the FOSFA List of Acceptable Previous Cargoes shall apply. The statements referring to previous cargoes called for under the Payment and Shipping Documents Clause shall certify to this effect. The reference therein relating to the Banned List shall not apply.

FOFSA INTERNATIONAL

EU1

The following clause becomes effective on and from 1st January 2015 and is for use in respect of oils and fats intended for human consumption sold for shipment to ports in the European Union.

GOODS WHICH ARE TO BE PROCESSED

In addition to the provision of FOSFA Optional Clause AS9, Commission Regulation (EU) 579/2014 or Successive Regulations shall apply in respect of previous cargoes.

FOSFA INTERNATIONAL**EU2**

The following clause becomes effective on and from 1st January 2015 and is for use in respect of oils and fats intended for human consumption sold for shipments to ports in the European Union.

GOODS WHICH ARE NOT TO BE PROCESSED

In addition to the provision of FOSFA Optional Clause AS9, Commission Regulation (E) 579/2014 or Successive Regulations shall apply in respect of previous cargoes.

FOSFA INTERNATIONAL - C&F CLAUSE - CONTRACT Nos. 2, 3, 5, 9, 11, 11A, 13, 16, 23, 24, 25, 29, 36, 54 and 76**AS42**

The following clause becomes effective on and from 1st September 2008 and is for use when agreed between Buyers and Sellers.

NOMINATION OF VESSEL/S

At a date agreed between the Parties but in any event prior to the commencement of loading, the Seller shall nominate the intended carrying vessel/s to the Buyer. The vessel/s nominated shall comply with the terms of the Institute Classification Clause and any other requirements as set out in the contract.

The Seller is entitled to substitute the nomination/s provided that the substituting vessel/s comply with the terms of this clause.

INSURANCE

The Insurance Clause and War Risk Clause of the corresponding CIF contract are deleted.

Buyer shall be responsible for obtaining marine insurance and war risks insurance cover and shall, if required by Seller, provide evidence to Seller prior to the commencement of loading that he has obtained suitable cover. If Buyer refuses or fails to provide evidence, the Seller is entitled (but not obliged) to cover insurance on the same terms as the corresponding FOSFA CIF contract at the Buyer's expense.

All terms and conditions relating to Insurance in the Payment Clause of the corresponding CIF contract shall not apply.

Where the contract states "cost insurance freight" it shall be read as "cost and freight".

FOSFA INTERNATIONAL - FATTY ACID METHYL ESTERS - CONTRACT No. 51**AS43**

The following clause becomes effective on and from 1st April 2008 and is for use when agreed between Buyers and Sellers.

- (i) All references in the contract, to oil, shall read Fatty Acid Methyl Esters (FAME).
- (ii) Standard and/or Specifications to be agreed by Buyers and Sellers.
- (iii) Reference to analysts shall mean Argentinean analysts who are Full Analyst Members (Category L1) of FOSFA International and represented in the Oils and Fats Section.

FOSFA INTERNATIONAL - SAMPLING AND ANALYSIS CLAUSE - CONTRACT Nos. 51, 52, 53, 54, 55, 56, 57, 80, 82, 93, 201 and 202**AS44**

The following clause becomes effective on and from 1st September 2010 and is for use when agreed between Buyers and Sellers.

Landtank Samples: In addition to the samples to be drawn for contamination purposes as per the Sampling and Analysis Clause, five pre-shipment samples from each supplying unit (landtank, tankcar, railcar, barge or other) shall be drawn immediately prior to loading. These samples are to remain sealed with Sellers' superintendent at origin but be available on demand to any receiver in the event of a contamination claim. Samples to be kept for three months from date of Bill of Lading.