

# COPENHAGEN CONTRACT

## Confederation of Danish Enterprise

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## FEEDSTUFFS IN LOCO

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Transactions in Feedstuffs "in loco" or "delivered"

In force from 1. of June 2021

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Contract No. : Date:

Seller :

Buyer :

Agent/Broker :

Quantity and  
commodity :

Quality :

Price :

To take/  
deliver :

Delivery period :

Payment :

Commission :

Special  
terms :

**Arbitration:** The Copenhagen Adjudication and Arbitration Committee for the Grain and Feedstuff Trade, Børsen, DK-1217 Copenhagen K., (hereinafter called "the Arbitration Committee") see Clause 15. Seller and Buyer shall otherwise be bound by the General Rules hereinafter mentioned which are to be regarded as an integral part of this contract unless restricted or cancelled by additions or special terms.

Seller

Agent/Broker

Buyer

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deliver accredited/recognized weight document and shall pay for the weighing.

**GENERAL RULES**

- a) In this Contract, business days shall be understood as Danish business days, except Saturdays and December 24 and 31. Days shall be understood as calendar days.
- b) Notices received on a non-business day or after 4 p.m. on a business day shall be deemed to have been received on the following business day.
- c) Where this Contract indicates time limits in terms of days/business days, the day on which the Contract is concluded and the day on which notices and the like are received shall not be included for the purpose of calculating time limits, unless otherwise specifically stated.
- d) Commission shall be paid by Seller, even when the Contract is not performed.
- e) In case of discrepancy the Danish version shall be binding.

**1 QUANTITY**

- a) A quantity of up to 5 % may be delivered in excess of or less than the contract quantity. If shipment/delivery is effected in several lots, the said margin shall apply only to the last lot. If the quantity is indicated by two figures, e.g. 400/500 tonnes, any quantity within the stipulated limits may be delivered.
- b) Any quantity shipped/delivered in excess of or less than the contract quantity or the mean quantity shall be settled pro et contra at the market price prevailing on the delivery date.
- c) If the lot has not been taken/delivered within the agreed term of delivery, the contract quantity or the mean quantity, respectively, shall apply.
- d) If, according to the contract, the quantity may be taken/delivered in several lots, each lot shall be considered a separate contract.

**2 SALE BY SAMPLE - OMITTED**

**3 TAKING/EFFECTING DELIVERY**

- a) In the case of "in loco" sales, Buyer shall take punctual delivery of the goods, and the goods shall be available as and when Buyer's dispatch orders arrive. Lorries shall be made available by Buyer, railway waggons by Seller. The goods will be delivered in bulk. The risk shall pass to Buyer at the time of the loading of the goods, cf. Clause 5 a.
- b) Where the transaction is for "in loco" at Seller's option, Seller shall give due notice not sooner than four business days before the commencement of the term of delivery nor later than six business days before the end of the term of delivery, setting out the date of the contract, the place of delivery – where such place is not specified in the contract – and the name of the supplier. Buyer shall then without delay and not later than two business days after the notice - in the event of taking delivery by lorry, however, not earlier than the first business day of the term - make a lorry available at the specified place or, as the case may be, stipulate a destination for the railway wagon to be supplied by Seller via the supplier. The goods will be delivered in bulk. The risk shall pass to Buyer at the time of the loading of the goods, cf. Clause 5 a.
- c) In the case of sale of goods "delivered" at an unspecified location, Seller can give notice not sooner than four business days before the commencement of the term of delivery nor later than six business days before the end of the term of delivery, and Buyer shall then without delay and not later than the first business day after the notice name the destination.  
Where the goods are sold for delivery at a specific location, Seller may deliver at any time within the period agreed upon, subject to not less than one business day's notice. The goods will be delivered in bulk. The risk shall pass to Buyer at the time of arrival of the goods, cf. Clause 5 b.
- d) In the event that Buyer fails to comply with the time limits set out in Clause 3 b or c, Seller shall be entitled to rely on Clause 14, after demonstrably having pressed Buyer once for performance after the expiry of the stated time limit, provided that Buyer has not filled his obligation by noon on the subsequent business day.
- e) A specified place of delivery may be changed only as agreed between the supplier and the consignee.
- f) Where delivery is to be taken/effectuated in the first or second half of the month is stipulated, in months of 30 days, the 15th and 16th day shall be the last and the first day of the period, respectively. In months of 31 days, the 16th day shall be the last and the first day, respectively, and in February, the 15th day shall always be the last and the first day, respectively.
- g) Immediate taking/effectuating delivery shall be understood as delivery to be taken/effectuated within three business days, and prompt delivery as delivery within 10 business days.
- h) Sale for delivery from a specified vessel shall be regarded as sale for delivery at Seller's option; however, Buyer shall take delivery of the goods from stock or following discharge where it has been impossible for Seller to deliver direct from the vessel. Where the goods are not delivered direct from the vessel, Seller shall deliver from stock as soon as practicable. If the consignment is temporarily stored in a silo, any time of storage in silo shall be included in the hours of discharge from the vessel.

**4 METRIC WEIGHT**

Seller shall in DK furnish an inspection report by an accredited company at shipment/delivery and shall pay the expenses incidental to the weighing. In case of taking/delivery in other countries seller shall

**5 WARRANTY REGARDING QUALITY, CONDITION AND ANALYSIS**

- a) In the case of "in loco" sale:
  1. Seller shall supply good and sound goods, and warrants the quality and condition of the goods supplied, and shall furnish the agreed analysis warranties upon loading.
  2. If Buyer accepts loading of the goods without samples sealed (with wax or lead), the goods shall be deemed to have been accepted without complaint.
  3. In the event that Buyer wishes to make use of his right to reject the goods under Clause 11 b and Clause 15 e 2, the goods may not have left the place of loading.
- b) In the case of sale as "delivered":
  1. Seller shall supply good and sound goods, and warrants the quality and condition of the goods supplied, and shall furnish the agreed analysis warranties delivered at the destination.
  2. If Buyer accepts unloading of the goods without samples sealed (with wax or lead), the goods shall be deemed to have been accepted without complaint.
  3. In the event that Buyer wishes to make use of his right to reject the goods under Clause 11 b and Clause 15 e 2, the goods shall not be unloaded or be stored and kept separately in a sealed room.

**6 SUPERINTENDENCE, SAMPLING AND FORWARDING OF SAMPLES AND ANALYSIS CERTIFICATES**

- a) At Buyer's request, the parties or their representatives will jointly draw samples, as exactly as possible, such samples to be sealed (with wax or lead) and submitted for analysis and assessment by the Arbitration Committee (arbitration).
  - b) For the purpose of analysis and arbitration, the following samples shall be sealed (with wax or lead) and numbered (sample size approx. 1 kg):
    - Two samples to be analysed for moisture.
    - Two samples to be analysed for all other warranties.
    - Two samples for use by the Arbitration Committee (to be marked: arbitration sample).
  - c) The samples are to be drawn in step with the goods being taken/delivered, cf. Clause 5.
  - d) The samples shall be filled into clean, odourless, tight bags of linen or similar material. However, samples drawn for testing of moisture shall be filled into clean, air-tight bottles, plastic bags or other suitable containers. All samples shall be sealed by the parties jointly.
  - e) In the event that Seller is not represented, or his representative refuses to draw samples, or in case of disagreement between buyer and the representative on the sampling, two independent experts appointed by the Danish Chamber of Commerce shall do so.
  - f) With respect to lots weighing between 500 and 2,000 tonnes, sealed samples shall be taken of each half of the approximate quantity if either party so demands. With respect to lots weighing more than 2,000 tonnes, samples shall be sealed for each commenced 1,000 tonnes if so demanded by either party. The weighted average of the analyses shall form the basis for the final settlement.
  - g) The samples drawn shall be forwarded/delivered direct to Handelsstandens Inspektør Kontor (HIK), Danneskiold-Samsøes Allé 9, DK-1434 København K., for storage for use in connection with any first analysis, second analysis, and for use by the Arbitration Committee. However, the first set of samples for analysis can be forwarded/delivered direct to the laboratory. In the event of reported arbitration concerning condition/quality, the first arbitration sample/the first set of arbitration samples can be forwarded/delivered direct to the Arbitration Committee against receipt.
  - h) Samples shall be forwarded/delivered not later than the first business day after the samples have been sealed. In case of samples forwarded from abroad, the samples shall be delivered not later than two business days after they have been sealed.
  - i) A request for analysis for moisture shall be forwarded/delivered within the time limit set out in Clause 6 h. For all other warranties, testing shall be requested within seven business days after the samples have been sealed.
  - j) The original analysis certificate shall be passed on to the other party not later than five business days after receipt.
  - k) Not later than five business days after receipt of the original analysis certificate(s) for the consignment concerned, both Buyer and Seller shall be entitled to request a second analysis to be made of sample No. 2. At the same time the other party shall be duly notified hereof. The second analysis can be requested before the result of the first analysis is available. The average of the first and second analyses shall form the basis for the final settlement. With respect to lots from which more than one sample for analysis has been sealed any second analysis shall be made of all partial samples, and the weighted average of all samples shall form the basis for the final settlement.
- 7 STRING**
- a) This provision applies where three or more sellers/buyers are involved and the description of goods, warranties, places of analysis and the term coincide, or where the parties agree on terms that may differ in relation to the initial seller and the end-buyer to the effect that the parties are prepared to settle any price differential with their direct contracting party.
    1. In the event that it is ascertained that goods covered by Clause 7 a are referred to in a given contract or part of a contract, a formal string can be established, and, accordingly, the contract can be

performed pursuant to this Contract directly between the initial seller and the end-buyer.

2. A string will be formal for the parties who have accepted it and the terms governing it, apart from such cases where Clause 13 is relied upon.
  3. All parties making up the formal string shall agree on the settlement of any price differential, and payment shall be effected within 10 days after receipt of invoice.
- c) In the event that a formal string cannot be established, the time limits set out in this Contract with respect to matters relating to analysis and arbitration will be deemed to have been kept if the parties have forthwith passed on notices served on them with respect to these matters.

**8 CIRCLE**

- a) In the event that a seller repurchases goods from his buyer or from any subsequent buyer of the same goods or part thereof, a circle shall be deemed to exist, and the provisions of Clause 14 will lapse.
- b) All parties involved shall contribute to ascertaining the circle, and when its existence has been ascertained, it shall be binding on all parties.
- c) In the event that the goods have not been delivered, settlement shall be effected between each buyer and his seller on the basis of the contracted quantity or mean quantity, respectively, by payment of the amount by which Seller's invoice amount exceeds the lowest invoice amount within the circle.
- d) In the event that delivery has been effected, but the documents have not yet been presented, settlement shall be effected on the basis of the weight supplied, and in other respects according to Clause 8 c.
- e) Payment shall be effected not later than 10 days after the expiry of the term, or - should the circle not be ascertained before the expiry of the term - not later than 10 days after the circle is ascertained.
- f) In the event that the provisions on suspension of payments, etc. laid down in Clause 13 are relied upon within the aforesaid term of payment, settlement shall be made pro et contra between the parties on the basis of the difference between the contract prices and the market price prevailing on the date for suspension of payments, etc. In the event that the parties cannot agree on the market price as aforesaid, such price shall be determined by the Arbitration Committee.

**9 PAYMENT**

Payment shall be effected not later than on the day after the inspection report and the invoice have been presented. Where the day(s) after the presentation is(are) bank holiday(s), the term shall be extended to the following day. In the event that payment is delayed without sufficient cause, Buyer shall compensate Seller for any loss sustained thereby.

**10 PLACES OF ANALYSIS AND ANALYSIS ALLOWANCES**

- a) Places of analysis:  
All analyses shall be made by a recognized Danish laboratories. Analysing for moisture shall be made according to the EU-method.
- b) Analysis warranties:  
Where the analysis warranty is indicated by two figures, e.g. 46/48%, any analysis allowance shall be payable on the basis of the mean figure.
- c) The expenses connected with storing the samples and analysing them shall be borne by the party requesting the analysis. However, Seller shall pay all expenses connected with results of analyses entitling Buyer to an allowance.
- d) Analysis allowances:  
In the event of deviations from the warranties given in the contract, Seller shall grant Buyer an allowance based on the contract price (fractions in proportion) on the following scale:
1. Vegetable feedstuffs. Protein and fat:  
For the first 3 % less than guaranteed, an allowance of 1 % for each 1%.  
For 4th and 5th% less than guaranteed, an allowance of 2% for each 1 %, and for each subsequent % less than guaranteed, an allowance of 3 % for each 1 % is to be made.
  2. Animal feedstuffs:  
Allowance for protein deficiencies, if any, to be prorated. Allowance for any surplus of fat/water/salt to be made at the rate of 1 % for each 1 %.

**11 MAXIMUM/MINIMUM WARRANTIES AND REJECTION**

- a) In the event that the words maximum and/or minimum are used in connection with a warranty, the rights set out in Clause 11 b shall accrue to Buyer if the warranty is not complied with.
- b) Buyer has the option to reject the goods, or to accept the goods with the allowance fixed by the Arbitration Committee. The option taken by Buyer shall be notified forthwith to Seller.
- c) Where Buyer exercises his right to reject goods, Seller shall be entitled to a second delivery, cf. Clause 15 e 3.

**12 PREVENTION FROM TAKING/EFFECTING DELIVERY**

- a) In the event of due taking/effecting delivery being prevented at the place of loading due to strike or lockout, about which Seller shall forthwith advise Buyer, or if due taking delivery is prevented by Buyer due to nationwide strike or lockout, about which Seller shall forthwith advise Buyer, the delivery period shall be extended by the same period of time for which the strike or lockout has been ongoing, however not more than 30 days (the number of days for which the strike or lockout has lasted before the beginning of the term of delivery shall not be included). Should the delay exceed 30 days, and if the extension has

expired in the meantime, the Contract shall be cancelled for the quantity in question.

- b) In the event that war, prohibition or blockade should prevent Buyer/Seller from taking/effecting delivery, this Contract or any unperformed part thereof shall be cancelled.
- c) In the event that goods in storage and appropriated for delivery are lost in a fire or by natural disaster before they should have been taken/delivered according to contract, Seller - on giving notice forthwith to Buyer - shall be exempted from delivering the goods against compensating Buyer for any price differential, which shall be settled according to the market price for similar goods, on the same terms and conditions, ruling on the day on which the news of the loss is received.
- d) If due taking/effecting delivery of the production from a factory mentioned by name is made impossible by damage to machinery, which can be proved to necessitate temporary discontinuation of the production, by a strike or a lockout comprising the workers of the factory, or the like, about which Seller shall forthwith advise Buyer, the delivery period shall be extended by the same period of time for which the hindrance has persisted, however not more than 30 days (the number of days the hindrance has persisted before the beginning of the term of delivery shall not be included). Should the delay exceed 30 days, and if the extension has expired in the meantime, the Contract shall be cancelled for the quantity in question. In the event that the factory is lost in a fire or any other event which is not attributable to Seller and delivery is thus prevented, the contract shall be cancelled. Seller shall forthwith give Buyer the requisite notice.
- e) In the event of damage or total loss of goods carried by a vessel/lighter named in the contract, the contract shall be cancelled for the part of the consignment thus damaged or not arrived, mixed cargoes on a prorated basis.

**13 BANKRUPTCY AND RECONSTRUCTION, ETC.**

- a) In the event that one of the contracting parties is declared bankrupt or taken under reconstruction, the other party shall - immediately after having learned hereof - request the other party to furnish adequate security for contract performance, and - if such security is not furnished within two business days - he has the option either of effecting the necessary purchase of goods in replacement/compulsory sale according to Clause 14 c, such purchase/sale however only to be effected on the first business day after the expiry of the aforesaid time-limit, or having the value of the goods assessed by the Arbitration Committee, after which the resulting price differential shall be settled pro et contra.
- b) The same provision shall apply, where after the performance of the transaction the party in question - in connection with the levying of execution - is found to lack the funds necessary to pay his debts, or if his financial circumstances in other respects have turned out to be so that the party in question must be assumed to be unable to perform the contract.

**14 NON-PERFORMANCE**

In the event of non-performance, the non-defaulting party has the option of

- a) Considering the contract as cancelled; or
- b) Letting the Arbitration Committee determine the value of the goods, cf. Clause 15; or
- c) 1. Purchasing goods in replacement/effecting compulsory sale and claiming that the defaulting party pays any price differential as well as any justified costs.  
2. The defaulting party shall be notified forthwith of any purchase of goods in replacement/compulsory sale.  
3. Purchase of goods in replacement/compulsory sale shall be effected through a recognised agent/broker not later than two business days after the defaulting party has received due notification, and on precisely the same terms and conditions as are stipulated in the original contract with the exception of the term for effecting/taking delivery in following events: In the case of purchase of goods in replacement/compulsory sale made within the time limit, the term for effecting/taking delivery shall include the remainder of the term stipulated in the original contract, however not less than five business days. In the case of purchase of goods in replacement/compulsory sale after the end of the term, the term for effecting/taking delivery shall constitute five business days.
- d) In the event that purchase of goods in replacement/compulsory sale cannot be effected within the time limit referred to in Clause 14 c 3, the option referred to in Clause 14 b can still be exercised.

**15 ARBITRATION**

- a) Any dispute arising out of or in connection with the transaction hereunder and this Contract shall always be finally settled by the Arbitration Committee in keeping with its rules in force from time to time, a copy of which is available from the Danish Chamber of Commerce. In the event of failure to honour the award of the Arbitration Committee, the Arbitration Committee shall be entitled to placard the award. If the case is dismissed, should the Executive Committee of the Arbitration Committee find that the dispute is not suitable for hearing by the Committee; the parties are at liberty to bring the matter before the courts.
- b) Notice of arbitration to the opposing party:  
The opposing party shall be notified of arbitration by forwarding or delivery of letter, by fax or email within the following time limits:
1. With respect to condition: Not later than the day on which the Statement of Claim is submitted to the Arbitration Committee, cf. Clause 15(c)(1).

2. With respect to quality: Not later than the day on which the Statement of Claim is submitted to the Arbitration Committee, cf. Clause 15(c)(2).
  3. In all other cases: Not later than 56 days after the date of delivery or the expiry of the term of delivery or receiving declaration of non-performance, respectively; however, notice of arbitration can always be given in cases relating to analyses within 21 days of the date of issue of the last analysis certificate.
- c) Submission of Statement of Claim to the Arbitration Committee:  
The complaint, which must always be signed, and related exhibits may be submitted by hand, by ordinary mail or be sent by fax/e-mail provided the original complaint is simultaneously delivered by hand or by ordinary mail. The Committee may request submission of original documents copies of which may have been used as exhibits. The complaint must be followed by:
- Documentation for the agreement concerning hearing before the Committee, (contract, agreement or other basis of agreement).
  - Other contract bases relied upon.
  - A selling sample in so far as it is referred to at the conclusion of the deal and is necessary for the assessment.
  - Any other required documents and samples taken in the prescribed manner.
- The complaint must contain the full names and addresses of the parties, one or more precisely formulated claims or assertions about which the Committee's award is requested, a presentation of the factual and legal circumstances upon which the claims or assertions rely, including a precise presentation of any asserted defects and a statement of the documents and other evidence relied upon by the plaintiff.
- The statement of claim must be forwarded/delivered to the Arbitration Committee within the following time limits:
1. With respect to condition: Not later than the first business day after the samples have been forwarded/delivered.
  2. With respect to quality: Not later than 21 days after the samples have been forwarded/delivered.
  3. In all other cases: Not later than 28 days after the opposing party has been notified of arbitration proceedings.
- d) In exceptional cases, the Executive Committee of the Arbitration Committee may disregard the time limits set out in Clause 15(b) and (c).
- e) Award:
1. If the Arbitration Committee declares that the goods are deficient in terms of quality or condition - not including deficiencies in natural weight and analysis - and where such deficiencies do not exceed in aggregate 3% of the contract price - the Buyer shall accept the goods with the allowance fixed by the Arbitration Committee.
  2. If, on the other hand, the Arbitration Committee declares that the goods are not sound or are deficient in terms of quality and/or condition - not including deficiencies of natural weight and analysis - and where such deficiencies do not exceed in aggregate 3% of the contract price - the Buyer has the option of accepting the goods with the allowance fixed by the Arbitration Committee or rejecting the goods. The option taken by the Buyer shall be notified forthwith to the Seller.
  3. If the goods are rejected, the Seller shall however be entitled to a second delivery within 3 business days, even though the term of delivery is exceeded thereby, against payment of the expenses incurred in consequence of the non-contractual delivery pro-rated according to the size of the lot, and to grant the Buyer a 0.25% allowance on the contract price for each day beyond the term of delivery. If the Seller does not wish to apply his right of a second delivery, the Seller shall notify the Buyer accordingly not later than the first business day after the Buyer's rejection of the goods. If the Seller does not effect any second delivery, or if the second delivery is also rejected, the Buyer may invoke his rights under Clause 14.
- f) Appeal:  
With the exception of awards regarding the condition of the goods, an appeal from the Committee's awards lies with the Court of Appeal. Information about appeal is made by letter forwarded or delivered by hand, by fax or email to the Arbitration Committee. Such information shall be received by the Arbitration Committee not later than 21 days after the award by the Arbitration Committee has been sent by registered mail to the person concerned. Following this, the secretariat of the Arbitration Committee informs the appellant of a suitable deadline for submission of a letter of appeal.
- The signed letter of appeal and related exhibits may be delivered by hand, by ordinary mail or be sent by fax/e-mail provided the original letter of appeal is simultaneously delivered by hand or by ordinary mail. Material already presented during the 1<sup>st</sup> instance need not be forwarded again as it is already available to the appeals committee. The letter of appeal must be received by the Committee prior to the deadline fixed by the secretariat. If the request for appeal is lodged by one of the parties only, the Committee shall, without delay, notify the other party of the appeal. When requisitioned by either party, the Court of Appeal shall decide whether the conditions prescribed for appeal exist and whether the appeal was properly lodged in due time. If the Court of Appeal decides that the appeal cannot take place or that it has not been properly lodged in due time, the award appealed against shall remain in force.