Official Contract Form (Copyright)

Drawn up by the International Council of Hides, Skins & Leather Traders' Associations and the International Council of Tanners

Published by the International Council of Hides, Skins and Leather Traders' Associations.

INTERNATIONAL CONTRACT No. 6 - HIDES & SKINS

This Contract is applicable to all types of hides and skins and is to be used with the appropriate Annexe.

Note: When used for C.I.F. transactions Clauses 6 and 17.3 are to be regarded as deleted. When used for (CFR) (C & F) transactions Clauses 6, 11 and 17.3 and any references to Insurance in Clause 12 are to be regarded as deleted.When used for F.O.B. transactions Clauses 11, 12.8 and any references to Insurance in Clause 12 are to be regarded as deleted.

SELLER:

BUYER:

DATE OF CONTRACT:

1. PARTICULARS

We the above-mentioned seller, and we, the above-mentioned buyer, have today contracted a sale/purchase on the terms and conditions of this contract and of Annexe .....(A, B, C or D .....State whichever is applicable).
State here: Terms (insert CIF, CFR (C&F), FOB, Carriage Paid to (CPT), Carriage and Insurance Paid To (CIP), Delivered Ex Ship, (DES), Delivery Ex Quay (DEQ), Delivered Duty Unpaid, (DDU), Delivered Duty Paid, (DDP), Ex Works (EXW) Etc.

State here: Quantity, Mark/Description, Quality/Selection/Chemical Analysis, Weight/Area/Substance, Price, Weight and Measurement Terms, Period of Shipment/Place of Shipment/Place of Loading/Place of Acceptance, Afloat, Port of Destination/Place of Delivery, Place of Weighting, Institute for Check Measurement. Insurance, Payment, Franchise, Applicable Health, Safety and Environmental Requirements. Incoterms 1990 to apply - Any other particulars.

PLACE OF INSPECTION:

PLACE OF ARBITRATION:

PLACE OF APPEAL:

STATE ARBITRATION AUTHORITY:

2. DEFINITIONS

2.1 The plural to include the singular.
2.2 The word 'goods' as used in this contract means that which is described in Clause 1.
2.3 Hides mean skins of bovine, equine and other large animals, including calf skins.
2.4 Days or months mean calendar days or months.
2.5 The first day for shipment to be the day following the date of this contract unless otherwise stated.
2.6 All references to steamer or steamers in this contract shall include steamer/s or, where applicable, any other principal means of conveyance by water, air and /or land. when steamer refers to a sea-going vessel, steamer to mean any vessel classified Lloyd's 100A1 (or the equivalent of other Registers) which issues the bill of lading and is suitable for the stowage and transportation of goods.
2.7 Bill of lading to mean steamer bill of lading or, where other means of shipment are used, the applicable equivalent shipping documents.
2.8 All trade terms (such as FOB, CIF Etc) shall be interpreted according to Incoterms 1990 (and possible subsequent revisions, if any) of the International Chamber of Commerce.
2.9 One kilogram equals 2,2046 lbs English.
One square metre equals 10,7643 square feet English.
One square foot equals 12 inches x 12 inches.
One square foot equals 30.48 cm x 30.48 cms.
2.10 Force majeure to be defined as Acts of God, strikes, lock-outs, labour disturbances, trade disputes, wars, government actions, riots, civil commotions, fires, floods epidemics.
2.11 Notice is properly given by telephone (provided it is confirmed promptly by letter) or by despatch of telegram, telex, telefax or electronic transmission.

3. QUALITY

3.1 Goods to be of Fair Average Quality of the mark and /or description. Fair Average Quality means that the goods must conform to the quality standards that are normal for the products of the origin indicated in the contract. For any inferiority of quality an allowance to be made.
3.2 Unless otherwise stated in Clause 1, Seller does not guarantee the goods to be fit for the purpose for which they may be required or used, neither is he responsible for any defects appearing after the goods have been put into work, nor for any damage arising in the course of manufacture or otherwise from their use.

4. QUANTITY

4.1 To be within five per cent more or less, but in case of default this margin not to be taken into account for assessment of damages.

5. MARKING

5.1 Goods sold to be shipped sorted into different grades, to be packed and marked separately and each package to be clearly marked.
5.2 Goods sold by area, the area to be marked on each item so as to be legible at destination or, if goods of one size are bundled together, the size to be stated on the bundle.
5.3 If goods of different categories arrive insufficiently marked, any re-sorting charges thereby incurred to be for seller's account.
5.4 Flat or telquel shipments on one bill of lading should have the same mark.

6. DESTINATION AND FREIGHT
(F.O.B. only)

6.1 Buyer to declare the destination within eight days of receipt of seller's request to do so, but not to be obliged to do so earlier than eight days before the first day allowed for shipment.
6.2 If the seller arranges to book the freightspace he does so as buyer's agent at current rate to the best of his ability. The seller not to be responsible for late shipment if freightspace is unobtainable. As soon as seller knows that freightspace is unobtainable within the shipment period he shall give notice asking for agreement to ship by the first available steamer to the declared port of destination; failing such agreement the buyer to take delivery at port of shipment/place of acceptance.
6.3 If buyer books the freightspace, buyer to give notice of the name or identification of the steamer and departure/sailing dates in due time. Should departure/sailing be delayed beyond the stipulated shipping period or should the steamer be unable or refuse to receive the goods or part of them for shipment or close for cargo earlier than the advertised date, buyer has no claim on seller for late shipment.

7. FREIGHT VARIATIONS

7.1 Freight variations for account of the party responsible for paying the freight.

8. SHIPMENT

8.1 Shipments are with all conditions as per bills of lading by steamers direct and/or indirect with liberty to tranship.
8.2 Dates of bills of lading are proof of dates of shipment in the absence of conclusive evidence to the contrary.
8.3 On board bills of lading to be supplied where customary. Container shipment bills of lading may be dated when the goods are delivered to the place of acceptance/port of shipment, such date to be that on which delivery of any invoiced lot is completed.
8.4 Unless otherwise stated in Clause 1, each part shipment against this contract shall be in conformity with all terms and conditions of this contract.
8.5 Shipments in separate lots on the same steamer to be considered as one shipment.
8.6 Goods sold for shipment on basis subject to availability of freightspace shall be deemed to be shipped in time provided the space was booked in good time on a steamer scheduled to sail within the shipping period and shipment by the booked steamer occurred within one month of the last day allowed for shipment. A seller wishing to claim protection to give prompt notice and to present proof of the original booking and sailing date with the shipping document.
8.7 Should a shipment be prevented by force majeure, the period allowed in Clause 1 for that shipment to be extended by seven weeks, after which the contract shall be null and void for that shipment, unless a further extension be agreed.

9. NOTICES OF SHIPMENT

9.1 Notices of shipment, with the information necessary to establish the value of the goods, stating the name or identification of the steamer, or, if by container, intended steamer, number of containers and, if possible, name of agent, to be made by seller as early as possible. Steamer's name or identification if different from that stated, to be notified by seller as soon as known.

10. RISK AND TITLE

10.1 The goods are at the risk of the seller until they have been delivered on board a steamer, or, where applicable, to the place of acceptance as in clause 1. If a specific trade term (such as CIF, FOB etc) is agreed, the transfer of the risk will take place according to the INCOTERMS rules applicable to such term. Thereafter buyer is at risk for all loss or damage provided all sellers other obligations have been fulfilled, and not withstanding that the property in the goods shall not have been passed to the buyer.
10.2 The goods supplied shall remain the property of the seller until the entire of the purchase amount therefor has been paid in full, including debts directly and strictly arising out of this specific contract.
10.3 The buyer shall be entitled to manipulate, use or otherwise dispose of the said goods during the time that they remain the property of the seller. In such an event the buyer shall be under a fiduciary duty to account to the seller for the proceeds of such sale to the extent of the total of all monies owing by the buyer to the seller.
10.4 This reservation of title clause shall not entitle the buyer to return the goods and refuse or delay payment on the grounds that the property has not yet passed nor shall it constitute an agency.

11. INSURANCE

11.1 Seller to provide policies/certificates of marine insurance including Institute Commodity Trade Clauses (A), Institute War Clauses (Commodity Trades) and Institute Strikes Clauses (Commodity Trades), covering the goods at the contract price plus twenty per cent and, where applicable, to state: 'On deck cargo held covered at a premium to be arranged' (any additional premium for seller's account) and to provide payment of all agreed claims in the currency of the contract.
11.2 War risk is only to be covered with customary clause of notice. Any variation in the cost of war risk cover after the date of this contract to be for buyer's account.

12. DOCUMENTS

12.1 To consist of invoices and full sets of bills lading or satisfactory guarantees for missing copies and/or ship's delivery orders (the latter to be countersigned by a banker, a shipbroker, the captain or the mate if so required) and policies/certificates of insurance and, where usual and required, weight and/or quantity and/or measurement specifications or certificates.
12.2 If sanitary certificates, certificates of origin and/or other certificates are required and are obtainable in the country of shipment and/or origin, these to be provided at seller's expense. Consular invoices (if requested by buyer after date of contract) and their legalisation fees for buyer's account. Buyer to give seller in good time a detailed list of the documents required.
12.3 Should bills of lading and/or policies/certificates of insurance not be supplied, buyer to be put in the same position as if they had been supplied.
12.4 Documents travel at seller's risk until presented to buyer or his mandatory.
12.5 Buyer to accept documents containing the Chamber of Shipping War Deviation Clause and/or any other recognised official war risk clauses.
12.6 Seller to be responsible for all extra expenses incurred through late presentation of the document unless the delay is not due to him.
12.7 If transhipment means the drawing up of fresh bills of lading, payment to be made against the fresh documents. If called upon, seller to produce proof that shipment was made within the time stipulated in this contract.
12.8 In the case of CFR (C&F) transactions seller either to provide buyer with freight paid bills of lading, or, if freight is payable at destination, to make arrangements for payment which will not involve buyer in any disbursements which are contrary to the provisions of this contract.

13. INVOICING

13.1 Invoices to be based on seller's specification of the number of pieces and/or weights and/or measurement.
13.2 The number of pieces and, if applicable, measurement, in each package to be shown on the specification.
13.3 In the case of total loss seller's invoice to be final.
13.4 In the case of part shipments, each shipment to be settled individually.

14. PAYMENT

14.1 Drafts on banks to be drawn for account and risk of buyer, who guarantees their payment.
14.2 If payment is against documents on arrival, payment must take place not later than the dates on which the steamer/container would have arrived at the port of destination/place of delivery if the duration of the transit had been as scheduled at the time of shipment, but in no case later than 90 days from the date of the bill of lading.
14.3 If buyer fails to make payments in accordance with the terms of this contract, and such failure is fairly attributable to government restrictions imposed after the signing of this contract, seller may cancel this contract at any time before tender of payment in full by buyer and after giving seven days notice to buyer. The contract forthwith to be closed with the like option to seller as is given in Clause 22 to either party on the other's bankruptcy and damages to be as therein stated but such failure to pay not to give rise to any other claim.
14.4 If steamer is officially reported lost, payment as defined in Clause 1 is due on first presentation of documents.

15. WEIGHING AND TARING

15.1 If landing/arrival weights are material, the goods to be weighed and tared on an officially certified scale at buyer's expense by officially licensed weigher and under supervision of seller's representative if required.
15.2 Final buyer to (air)mail official weight notes within forty-five days of final date of landing and such notes to be passed on immediately by intermediaries.
15.3 If goods are sold with a weight franchise, any deficiency greater than such franchise, calculated on net weights, to be paid for by seller.
15.4 Goods to be weighed promptly in accordance with Annexe A1.
15.5 If goods are sold by the piece without Weight/Area franchise, average net Landed/Arrival Weight/Area not to be less than the minimum net contract Weight/Area or an adjustment to be made.
15.6 The tare established (including the tare of pallets and packaging materials) to be applied on a percentage basis to the total gross landed/arrival weights.
15.7 Any adjustment to invoice value due under this clause to be made by seller within thirty days of receipt of weight notes and settled immediately.

16. MEASUREMENT

16.1 In the case of goods sold by area, unless otherwise specified, buyer to be entitled at his expense, to have the area checked by an institution from the list agreed between The International Council of Tanners and The International Council of Hides Skins and Leather Traders Associations and lodged on 1st January each year of this contract at the headquarters of the two Councils. Drawing of samples may be done under the supervision of the sellers representative if so required. The area to be ascertained by suitably calibrated pinwheel machine, areameter, electronic measuring machine or other agreed means.
Goods to be conditioned as specified in the appropriate annexe. Measurement of goods by the pinwheel machine shall be carried out as specified in the Code of Practice for the Measurement of Leather lodged at the offices of both the International Council of Tanners and The International Council of Hides Skins and Leather Traders Associations. As an alternative seller and buyer by agreement, may specify in Clause 1, use of ISO 11646 1993 Leather, Measurement of area.

16.2 No adjustment to be made for differences in measurement of area equal to or less than the tolerance specified in the appropriate Annexe, but in the case of a greater discrepancy such adjustment to be made on the actual discrepancy.

17. INSPECTION

17.1 If inspection of the goods at the port of destination/place of delivery is not possible, buyer and seller to agree where inspection shall take place.

17.2 If inspection is prevented by force majeure, the buyer retains his rights.

17.3 (F.O.B. only). Unless it is agreed that the goods must be approved by buyer before shipment, the appropriate place for the inspection of the goods by buyer, unless otherwise agreed, to be port of destination/place of delivery declared by the buyer.

18. CLAIMS

18.1 Quality, description and/or condition of goods to be considered as approved unless final buyer gives notice of a claim promptly after goods are available for inspection.

18.2 Where the place of inspection is other than the port of destination, such notice to be given within seven working days of arrival (intermediaries shall have an additional four days) and provided that 80% of the shipment in original packing remains available at place of inspection.

18.3 Where place of inspection is the port of destination, such notice to be given within nine working days, (the intermediaries shall have an additional four days), provided that the goods have not been removed from public wharf, warehouse and/or docks, unless by arrangement a sample has been drawn by buyer's and seller's representatives and kept at the port of destination/place of delivery for arbitration purposes.

18.4 Notice of a claim for chemical specification and/or measurement to be given within the time specified in the appropriate Annexe.

18.5 A dispute on account of quality, description, quantity and/or condition may in no case be the motive for refusal of payment. Buyer to accept the documents provided they are in good order without prejudice to his rights.

18.6 Goods which have been placed into work or further manufactured, cannot be returned by buyer.

18.7 Seller's to respond to claims promptly but within five working days.

19. REJECTION

19.1 In the event of an allowance for inferiority of quality for which seller is liable and which amounts to or exceeds ten per cent of the contract price buyer may either take the goods with the allowance or reject them without prejudice to his rights. This clause does not prevent arbitrators awarding rejection if they consider the delivery is not a fair tender or if they deem that due to the particular circumstances of the case that it would be unreasonable for the buyer to keep them.

19.2 If the goods are rejected, buyer shall not be obliged to accept a replacement.

20. DEFAULT

20.1 In the case of default the defaulter to make good the loss.

20.2 In the case of default by seller - The loss to be the difference between the contract price and the market value of the goods on the seventh day after the date of default is made, unless the Arbitrators decide that the above price difference is not sufficient to cover the actual damage incurred by the buyer.

20.3 In the case of default by buyer - seller, at his own and absolute discretion, has liberty to take any action he may deem fit in the interest of the goods, at buyer's risk and expense and he shall be entitled to close the contract with damages, if any, within seven days after the date of default. Damages to be limited in accordance with clause 20.2.

20.4 If it is impossible to ascertain the market value, comparison to be made with goods of similar quality.

20.5 Failure by the buyer to make payments according to the terms specified, and/or to give shipping instructions, and/or to accept delivery at the times agreed, shall entitle the seller to cancel any balance remaining undelivered against this contract, or any other contract with the same buyer, without prejudice to the rights of either party to claim default.

21. NOTICE OF FORCE MAJEURE

21.1 A party claiming force majeure to give notice as soon as possible and, if required, to furnish satisfactory evidence of force majeure.

22. BANKRUPTCY

22.1 If before fulfilment of this contract either party shall suspend payment, commit an act of bankruptcy, notify any of his creditors that he is unable to meet his debts or that he has suspended payment or that he is about to suspend payment of these debts, convene, call or hold a meeting either of his creditors or to pass a resolution to go into liquidation (except for voluntary winding-up of a solvent company) or shall apply for an official moratorium, have a petition presented for winding-up or shall have a receiver appointed, he shall be deemed to be and shall be treated as being in default.

22.2 The other party, by giving notice, notwithstanding any bankruptcy or liquidation, shall be entitled to close out the contract against him as if he were in default by re-selling or re-buying as the case may be and such re-sale or re-purchase shall be the closing out price.

22.3 Should either party be dissatisfied by such re-sale or re-purchase price, the matter shall be referred to arbitration. Where no such re-sale or re-purchase takes place, the closing-out price shall be the market price of the goods on the day following that on which one of the aforementioned circumstances arises. Failing agreement the market price shall be fixed by arbitration.

23. ARBITRATION AND APPEAL

23.1 Any dispute arising out of this contract to be settled by private treaty, if possible, failing which it shall be referred to arbitration according to the International custom of the trade and subject to the rules for arbitration and appeal obtaining in the places specified for that purpose in Clause 1.

23.2 No party may begin an action in the Courts under this contract until the dispute has been determined by arbitration as hereby provided (except as hereinafter mentioned) and then only for the purpose of enforcing the award.

23.3 Payments under awards are due immediately and to be settled within fourteen days unless an appeal be lodged or arbitrators/appeal board extend this period.

23.4 If the country of the place of arbitration has no machinery for arbitration, the dispute to be dealt with in accordance with Clause 24.

23.5 If any party to an arbitration or appeal held as a result of a dispute on this contract neglects or refuses to carry out or abide by the award of arbitrators or umpire or board of appeal made following the dispute, the Association, whether representing buyers or sellers of goods in the country in which the award is issued may, if allowed by the law of that country, notify the International Council of Hides, Skins and Leather Traders' Associations and the International Council of Tanners who in turn may notify their member associations of the failure to implement the award. The reporting Association and any member association of the International Council of Hides, Skins and Leather Traders' Associations or the International Council of Tanners, If allowed by the law of the country concerned, may post the information on their notice boards and/or inform their members to this effect in any way thought fit. The parties to this contract hereby consent to the action aforementioned.

24. PROPER LAW OF THE CONTRACT

24.1 For the purpose of arbitration, appeal and any other legal proceedings and for the purpose of establishing formal and essential validity, this contract shall be deemed to have been made in the country of the place of arbitration and to be performed there so that the law of such country shall be the proper law of the contract, any correspondence or reference to the offer, the acceptance, the place of payment, the place of appeal or otherwise notwithstanding.

24.2 Any party to this contract residing or carrying on business in a country other than the country of the place of arbitration shall, for the purpose of legal proceedings, be considered as ordinarily resident or carrying on business at the consulate of the country of his residence or place of business situated in or nearest to the place of arbitration.

24.3 The service of legal proceedings upon a party shall be deemed good service (any rule of law or equity to the contrary notwithstanding) if notice of such proceedings is left with the said consulate and if a copy of such notice is posted in a registered cover to the address of the party involved.

24.4 The United Nations Convention on contracts for the International Sale of Goods (Vienna 1980) shall apply to this Contract.

25. TEXT

25.1 The English text is the definitive text.

ANNEXE A-RAW HIDES AND SKINS

A1. WEIGHING AND TARING

A1.1 Should gross weighing take place more than eight days after the last day of discharge from steamer or more than twelve days after the last day of discharge from the steamer for container shipments where delivery is to a place other than the port of discharge, or in the case of F.O.B. shipments, more than six weeks after bill of lading date, an adjustment of landing weight to be made by adding in the case of:

DRY	0.05% for each day in the first week
	0.025% for each additional day;
DRY SALTED	0.10% for each day in the first week
	0.05% for each additional day;
WET SALTED	0.20% for each day in the first week
	0.10% for each additional day;

But seller's invoice weights final if goods are not weighed and tared within twenty-nine days after final date of landing. It is understood that shipment, stowage, discharge and weighing took place under suitable conditions and the voyage was of a duration approximately as scheduled at the time of shipment.

A1.2 If the voyage is prolonged by more than ten days beyond the known schedule at time of shipment, then the number of days in excess of ten shall be included in any calculation for adjustment under Clause A1.1

A1.3 If raw hides are dispatched from interior point to a place of shipment/acceptance and are delayed due to force majeure before shipment, the weight adjustments for delays as in Clause A1.1 to apply also for the period for force majeure.

A1.4 (F.O.B. only when buyer books freight). If shipment of raw hides is delayed due to late arrival of steamer or the hides are shut out of the steamer, in cases where the hides have already been delivered to the port of shipment/place of acceptance, the weight adjustments stated above to apply to the excess delay over eight days.

A1.5 If landed weight indicates a shrinkage exceeding the contract franchise by 50% or more, or if the landed tare exceeds the shipping tare by 25% or more, the hides should remain intact at place of weighing or place of final destination, in the latter case the late weighing clause to apply. Buyer should give notice to seller promptly in order that seller may have the opportunity for the parcel to be re-weighed, such re-weighing to be carried out promptly at seller's cost.

A1.6 If wetsalted hides and skins are tared, not less than ten per cent to be re-weighed, then biffed once on each side against a lattice table or other clean surface, and re-weighed. No sweeping of the hides and skins allowed except to remove encrusted salt. Landing/Arrival tares to be used for final settlement. Where mechanical de-salting is used, then an extra one percent franchise to apply.

A1.7 On dry and dry-salted hides and skins tare to be allowed for packing and any surplus extraneous matter.

A2. CLAIMS

A2.1 Where goods are sold on a weight basis no claim to be made for differences in count of less than 1% but, if the discrepancy is greater, then an adjustment to be made based on the actual discrepancy, provided all other relevant conditions of the contract have been fulfilled. The final count to be certified by an officially licensed body.

ANNEXE B-PICKLED HIDES AND SKINS, PICKLED GRAINS AND PICKLED SPLITS

B1. MEASUREMENT

B1.1 In the event of a dispute on measurement of area and/or substance and/or pickled specifications, a minimum sample of 5%, or less by agreement, which sample to be representative of the whole, to be drawn from the original packages.

B1.2 Before measurement of area and/or substance, pickled goods must be in a condition of suitable humidity, similar to that at point of shipment. (See B1.3).

B1.3 (Not applicable to pickled hides)-Goods to be rehydrated for 24 hours at 22 degrees centigrade in a pickled liquor containing 11-13% W/V NACL and 0.5-0.6 W/V H2SO4 then horsed up and allowed to drain for not less than one hour. Goods to be laid, not stretched, in contact with a flat surface and the area ascertained by means of a frame consisting of plastic covered wires forming patterns either 6 inches square or 1 decimetre square. The area of the goods is the area of the whole squares covering the goods plus the fraction of the partially covered squares mentally combined to form whole units. A transparent plastic sheet similarly marked may be used instead of a wire frame.

B1.4 The area of pickled hides or alternatively of other pickled goods may be ascertained as in Clause 16.1

B1.5 No claims to be made for differences in measurement of area equal to or less four per cent.

B1.6 Where goods are sold on a weight basis Annexe A to apply as if for wet salted goods, where applicable.

B2. CLAIMS

B2.1 Notice of a claim relating to measurement, pickling and/or chemical specification must be submitted within fourteen days of the goods arriving at buyer's warehouse or being stored under buyer's control but in no case later than twenty-eight days after last day of landing at port of destination/place of delivery.

ANNEXE C-WET-BLUE HIDES & SKINS, WET- BLUE SPLITS

C1. MEASUREMENT

C1.1 In the event of a dispute on measurement of area and/or substance, a minimum sample of five per cent or less by agreement, which sample to be representative of the whole, to be drawn from the original packages. Material to be soaked in water at a temperature of 37^{o}C for a minimum period of two hours or until dried-in fold lines have fully relaxed. To be horsed up covered for approximately twenty-four hours, then laid flat, fully extended but not stretched. The area to be ascertained according to Clause 16.1

C1.2 No claims to be made for differences in measurement of area equal to or less than three per cent.

C1.3 Where goods are sold on a weight basis Annexe A to apply as if for wet salted goods, where applicable.

C2. CLAIMS

C2.1 Notice of a claim relating to measurement and/or chemical specification must be submitted within fourteen days of the goods arriving at buyer's warehouse or being stored under buyer's control but in no case later than twenty-eight days after the last day of landing at the port of destination/place of delivery.

C3. REJECTION

C3.1 Notwithstanding Clause 19.1 if analysis yields figures not in conformity with the chemical specification in Clause 1, buyer to have the option either to take the goods with the agreed allowance or to reject them without prejudice to his rights.

C4.1 REGULATIONS FOR DRAWING SAMPLES FOR CHEMICAL ANALYSIS

C4.1 Samples to be drawn from unopened bales in the presence of buyer and seller or their representatives.

C4.2 Samples thus taken at time of discharge at public wharf or docks to be accepted for arbitration purposes.

C4.3 Buyer may select the bales from which samples are drawn.

C4.4 Samples to be taken from minimum of one package out of every five or part thereof, on the following basis, each sample to be a minimum three square inches.

*Number of units * per package*	*Number of samples per package*	*Number of units * per package*	*Number of samples per package*
Up to 25	6	51 to 100	10
26 to 50	8	Over 100	12

(*) Unit means skin, hide, split or other piece.

C4.5 The method by which the goods are taken for sampling to be agreed before the bales are opened.

C4.6 Samples to be taken alternatively from butt, belly and shoulder.

C4.7 Quantities to be drawn sufficient to be divided into three sets of samples adequate in size for the analysis to be made. One of these sets to be retained by a public body for arbitration purposes.

C4.8 Initially, buyer to pay the charges for drawing samples. If, on the basis of an independent analysis, a claim is accepted by seller or awarded by arbitrators, the charges for drawing the samples and for the independent analysis to be paid by seller.

C4.9 The Analyst's report to be made in the following form.

% Volatiles, % DCM Extractables (Oil & Grease).
% Sulphated Total Ash % Chromium Oxide ($CR2_{03}$)
% Hide Substance.

C4.10 An independent analysis to be carried out in accordance with the official methods of analysis of The International Union of Leather Technologists and Chemists Societies.

ANNEXE D-CHROME, VEGETABLE OR OTHER TANNED UNFINISHED LEATHER IN THE DRY OR CRUST CONDITION

D1. MEASUREMENT

D1.1 In the event of a dispute on measurement of area and/or substance, a minimum sample of five per cent or less by agreement, which sample to be representative of the whole, to be drawn from the original packages, conditioned as specified in the Code of Practice for the Measurement of Leather by the Pinwheel Machine and measured in accordance with Clause 16.1. As an alternative seller and buyer by agreement, may specify in Clause 1 use of ISO 11646 :1993 Leather-Measurement of area.

D1.2 No claims to be made for differences in measurement of area equal to or less than two per cent.

D2. CLAIMS

D2.1 Clause C2.1 applies.

D3. REJECTION

D3.1 Clause C3.1 applies.

D4. REGULATIONS FOR DRAWING SAMPLES

D4.1 Clause C4.1 applies.
D4.2 Clause C4.2 applies.
D4.3 Clause C4.3 applies.
D4.4 Clause C4.4 applies.
D4.5 Clause C4.5 applies.
D4.6 Clause C4.6 applies.
D4.7 Clause C4.7 applies.
D4.8 Clause C4.8 applies.
D4.9 The Analyst's report to be made in the following form:

% Volatiles (moisture)
% DCM Extractables (Fats and other soluble substances)
% Total Ash-Sulphated
% Organic Water Solubles
% Leather Substance (100 - total of the above)
% Chromic Oxide ($CR2_{03}$).

D4.10 C4.10 applies.

SELLER ..... BUYER .....

AT: ..... AT: .....

ON: .....19..... ON: .....19.....

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