



# ISSA CONDITIONS

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*Approved by the Board of ISSA in May 2003  
and deposited at The Hague.  
These Conditions supersede the 1995 Edition*

ISSA CONDITIONS

***These conditions for the international shipstore trade set out the rights and duties of both ship suppliers and ship owners, formulated by the INTERNATIONAL SHIP SUPPLIERS ASSOCIATION (ISSA) and deposited at THE HAGUE, Netherlands. With effect from the date they are deposited at THE HAGUE, these Conditions supersede the 1995 Edition.***

## **DEFINITIONS**

- “Vendor” shall mean the ISSA member contracting to supply the goods in reliance upon these Conditions;
- “Purchaser” shall mean the person placing an order in respect of the Goods and where such person acts as agent of or otherwise for a third party (principal), such person and the principal and the vessel on whose behalf the Goods are ordered jointly and severally;
- “Goods” shall mean any and all items ordered by the Purchaser and/or supplied by the Vendor for use on board a vessel or vessels or an offshore oil rig or similar, or incidental to the operation of the aforesaid;
- “Contract” shall mean any agreement between the Vendor and a Purchaser pursuant to which Goods are supplied or are to be supplied

## **GENERAL**

1. Unless otherwise expressly agreed in writing the following conditions shall apply to all contracts, orders and deliveries. Any conflicting purchasing conditions (or similar) of the Purchaser shall be deemed to have been rejected by the Vendor unless expressly accepted in writing.

## **ORDERS AND DELIVERIES**

- 2a. The Purchaser shall communicate as soon as reasonably practicable to the Vendor his order or orders.
- 2b. Provided the prevailing circumstances reasonably permit, the Vendor shall supply and deliver to the Purchaser the Goods as ordered at the time and place stipulated by the Purchaser insofar as such Goods are available at the agreed port or port-area.
- 3a. The Vendor’s responsibility for transport of the Goods shall end at the nearest point to the ship that the delivery vehicle(s) may, with the necessary authority, reach (“the Point of Delivery”). Transportation of Goods to the Point of Delivery shall be charged at cost unless otherwise agreed with the Purchaser.
- 3b. Should the Vendor expressly agree to transport/handle the Goods beyond the Point of Delivery as defined in paragraph 3a the costs of such additional delivery/handling shall be agreed in advance, invoiced and payable by the Purchaser.
- 3c. If delivery is requested outside the normal hours of the agreed port or port-area or on Saturdays, Sundays or religious or national or legal holidays, expenses incidental to such delivery shall be payable by the Purchaser as additional costs.
- 3d. The Goods shall be deemed delivered on the arrival of the Goods at the stipulated time at the Point of Delivery. The responsibility, cost and risk of unloading the delivery vehicle(s) and

delivering on board are for account of the Purchaser. Risk in the Goods (but not property therein) shall, in all respects, pass to the Purchaser upon delivery.

- 3e. The Purchaser shall pay to the Vendor any costs or expenses incidental to any waiting period beyond a reasonable time.
- 3f. All orders and receipt notes will be signed by the master or his authorised representative.
- 3g. Where the Vendor is ordered to deliver Goods other than to a ship responsibility rests with the Purchaser to ensure that the person responsible for accepting delivery gives a full and proper receipt for the Goods delivered. Signed receipt by that party shall constitute acceptance of delivery by and to the Purchaser.

## **PRICES**

- 4a. Subject to Condition 4b below, in respect of the Goods supplied by the Vendor, the Vendor shall charge to the Purchaser the prices current at the relative port or port-area at the time of delivery.
- 4b. The Vendor may, if requested by the Purchaser, send to the Purchaser a list stating the prices of Goods and the period for which such prices are to apply. If such a list has expired and not been renewed, Condition 4a shall apply. Goods which cannot be offered at a price fixed in advance shall be clearly so marked on any such list and in this case Condition 4a shall apply.

## **QUALITY AND PACKING**

5. The Goods shall be of standard or prime quality as rated at the time and place of delivery. The Goods shall be supplied in the packing customary at the time and place of delivery. At the time of placing his order, the Purchaser shall inform the Vendor of any special packing requirements in view of the destination of the ship and/or Goods. Any additional expenditure incurred in complying with such requirements shall be chargeable to and payable by the Purchaser.
- 6a. Returnable packing material and containers supplied by the Vendor shall be clearly marked as such on the receipt-note and shall be returned by the Purchaser to the Vendor as soon as reasonably practicable.
- 6b. Returnable packing material and containers shall be charged separately at the prices current at the time and place of delivery. The amounts so charged shall be refunded by the Vendor to the Purchaser, provided such packing material and containers are returned undamaged within a reasonable period.

## **CLAIMS**

7. Subject only to Condition 8 below, by taking delivery of the Goods and signing the accompanying receipt-note, the Purchaser shall be deemed to have approved and accepted the Goods in every respect.
8. Any claims with regard to the conformity or quality of the delivered Goods must be notified in writing to the Vendor within 8 days from delivery and in the absence of such notification the Purchaser shall be deemed to have approved and accepted the Goods in every respect. Exception is made in the case of fresh products and perishable Goods, for which claims must be notified in writing at the time of delivery or as soon as practicable thereafter. Where a claim is made in accordance with the provisions of this paragraph and where such claim is accepted by the Vendor the Purchaser shall be entitled to a refund of the price of the affected Goods upon inspection of said goods by the Vendor or as otherwise agreed in writing by the Parties.

9. In the event of a claim pursuant to paragraph 8 the Purchaser shall be required to prove that, since delivery, the Goods were continuously handled, treated and stored by the Purchaser as a prudent administrator in keeping with the nature of the Goods and their propensity to deteriorate and that any alleged deficiency is not attributable to the Purchaser's fault or negligence.
10. Any damages/compensation shall be strictly limited to a refund of the price paid to the Vendor for the affected Goods and the Vendor shall in no circumstances whatsoever be liable for any claim for consequential loss, damage or injury arising out of the supply, or late supply or failure to supply, of any Goods.
11. Any complaint by the Purchaser with regard to the Vendor's invoice will be absolutely barred unless lodged in writing by the Purchaser with the Vendor at the Vendor's usual business address within 8 days of delivery of the invoice.

## ***PAYMENT***

- 12a. The Purchaser shall pay, prior to the ship's departure, the invoiced amount or amounts at the rate of exchange applicable on the day of payment or, by the express agreement of the Vendor, at a later stipulated date.
- 12b. Notwithstanding paragraphs 7 to 11 herein the Purchaser shall not be entitled to withhold payment of any sums after they have become due in the ordinary course for payment by reason of any right of set-off or counterclaim which the Purchaser may allege or for any reason whatsoever.
- 12c. In the event that timely payment is not made pursuant to paragraph 12a the Vendor shall be entitled to collect interest (calculated from the due date until actual date of payment) from the Purchaser on all overdue or unpaid sums due to the Vendor at a rate of 12% per annum or equivalent to the commercial prime lending rate customarily charged at the time by the Vendor's bank in the Vendor's country, whichever may be the higher.
- 12d. The Vendor shall be entitled to recover from the Purchaser any and all costs and/or expenses which may be incurred by the Vendor in recovering from the Purchaser any overdue or unpaid sums whether or not formal legal steps (including but not limited to the arrest of a vessel) have been undertaken and for sake of good order to include both internal costs and costs and expenses incurred to external advisers/lawyers instructed for such purpose. Such costs shall be payable by the Purchaser to the Vendor upon demand on a full indemnity basis.
- 12e. Good title to the Goods delivered to the ship shall not pass to the Purchaser until full payment for same has been made.

## ***FORCE MAJEURE***

13. If the Vendor is unable to make delivery, or to make delivery in good time, owing to force majeure (which shall include all or any circumstances or conditions for which the Vendor cannot be held responsible and as a consequence whereof it is not reasonably possible to make delivery in good time or at all) then the Vendor's obligation to deliver shall cease or if appropriate be suspended for the duration of such force majeure.

## ***LAW AND JURISDICTION***

14. Any disputes arising out of or under or incidental to any agreement entered into on these Conditions and any further agreement resulting therefrom shall in the first instance be submitted

exclusively to the jurisdiction of the Court competent at the place of domicile of the Vendor, but the Vendor only shall have the option to submit the dispute to the jurisdiction of the competent Court at the place of domicile of the Purchaser, or the jurisdiction of the Court where a vessel or asset is arrested/attached or seized in relation to such dispute.

15. Agreements which include these Conditions shall be governed and construed in all respects according to the law of the place of the Vendor, or of any other place accepted by the Vendor. The United Nations Convention on Contracts for the International Sale of Goods (Vienna UNCITRAL Convention on International Trade Law, also known as the Vienna Treaty) is excluded from application.