



Government of Canada

Gouvernement du Canada

Canadian Food Inspection Agency

Agence canadienne d'inspection des aliments

CONFIRMATION OF SALE

CONFIRMATION DE VENTE

1. Vendor (Name and Address) / Vendeur (nom et adresse)			2. Purchaser (Name and Address) / Acheteur (Nom et adresse)			
3. Exporter (Name and Address) / Exportateur (nom et adresse)			4. Consignee (Name and Address) / Destinataire (Nom et adresse)			
5a. Carrier (Name and Address) / Transportateur (nom et adresse)			5b. Place of Direct Shipment to Canada / Point d'expédition directe vers le Canada			
5c. Conveyance Identification / N° d'immatriculation du véhicule			6a. Date of Direct Shipment to Canada / Date d'expédition directe vers le Canada		6b. Date Purchased / Date de l'achat	
5d. Transportation: Give mode (Type, routing and travel temperature) / Transport: Préciser le mode (Type, l'itinéraire et la température)			7. Country of Transshipment / Pays de transbordement			
8. Check how sold / Cocher le type de vente <input type="checkbox"/> telephone / téléphone <input type="checkbox"/> letter / lettre <input type="checkbox"/> facsimile / télécopieur <input type="checkbox"/> in person / en personne <input type="checkbox"/> other / autre			9. Sale mode / Modalité de vente <input type="checkbox"/> FOB / FAB <input type="checkbox"/> delivered / à la livraison		10. Currency of Settlement / Devises du paiement	
11. Harmonized System / Tariff Item / N° tarifaire du système harmonisé	12. Specification of Commodities (general description and characteristics, i.e., grade, quality, kind of packages, marks and numbers) / Désignation des produits (description générale et caractéristiques, p. ex. catégorie, qualité nature des colis, marques et numéros)	13. Country of Origin by commodity. If U.S. declare state. / Pays d'origine par produit. Si E-U, indiquer l'état	14. Net Weight (state unit per pkg. by commodity in kg or pounds) / Poids net (préciser en unité par colis par produit en kg ou lb)	15. No. of Pkgs by commodity / N° de colis par produit	Selling Price of Commodity / Prix de vente du produit	
					16. Price per pkg / Prix par colis	17. Total cost per commodity / Coût total par produit
18. Purchaser's Order No. / N° de commande de l'acheteur		19. Commercial Invoice No. / N° de la facture commerciale		20. Total Weight / Poids total		21. Total cost all commodities / Coût total tous produits
				Net		Gross / Brut
22. Special Agreements and related expenses (e.g. transport, cooling, palletization, inspection, brokerage, temperature recorder, etc.) / Ententes spéciales et autres dépenses (p.ex. transport, refroidissement, mise en palette, inspection, frais de courtage, registre de température, etc.)						
23. Date of delivery if delivered sale / Date d'arrivée si vente à la livraison			Indicate amount / Préciser le montant		Included in field 21 / Compris dans le total à la zone 21	Not included in field 21 / Non compris dans le total à la zone 21
26. CROSS-OVER DECLARATION (If Applicable) / DÉCLARATION DE TRANSFERT (s'il y a lieu)						
For the purpose of the above transaction, I am crossing from a / Conformément à ce qui est susmentionné, je transfère mes activités de			<input type="checkbox"/> Broker to Dealer / Courtier à marchand <input type="checkbox"/> Dealer to Broker / Marchand à Courtier		Signature	
27. Purchaser or Agent / Acheteur ou agent			Vendor or Agent / Vendeur ou agent			
Signature _____ Date _____			Signature _____ Date _____			
Representing: / Agissant pour: _____			Representing: / Agissant pour: _____			

The signer hereby certifies that the signer is authorized by the purchaser or the vendor named above to sign and authenticate the same on the purchaser's or vendor's behalf it is understood, unless otherwise stated herein, that this sale is made in contemplation of and subject to, and that all items described hereby are found, at shipping point to be in conformity with, the Canada Agricultural Products Act, the Canadian Food and Drugs Act, the Plant Quarantine Act and their respective regulations.

Le signataire certifie qu'il est autorisé par l'acheteur ou le vendeur susnommé, à authentifier le présent document au nom de celui-ci. Il est entendu, sauf sur indication contraire que la vente est soumise au, et tous les articles décrits par la présente se trouve, au point de production, en conformité avec la Loi sur les produits agricoles au Canada, la Loi sur les aliments et drogues canadienne, la Loi sur la quarantaine des plantes et leur règlement respectif.

## RESPECTIVE REGULATIONS

- **THE LICENSING AND ARBITRATION REGULATIONS OF THE CANADA AGRICULTURAL PRODUCTS ACT**
- **THE FOOD AND DRUG REGULATIONS OF THE FOOD AND DRUGS ACT**
- **THE PLANT QUARANTINE REGULATIONS OF THE PLANT QUARANTINE ACT**

### STANDARD RULES AND DEFINITIONS OF TRADE TERMS FOR THE FRESH FRUIT AND VEGETABLE INDUSTRY

**PREAMBLE.** Nothing in these rules shall be construed to limit or affect existing agreements or contracts, setting forth terms and conditions of sale, or to preclude future agreements or contracts containing terms of sale different from those herein provided. Upon all sales defined in Rules 10 and 13 to 16 the contract price shall be payable at par shipping point.

**No. 1** "Under Billing" shall be deemed to mean that the goods shall be under billing by the transportation company in time to be picked up by a transportation facility scheduled to move that days loadings from the first pick up point on the day specified. The seller shall immediately upon completion of the sale give necessary instructions to notify or advise the buyer and forward the carrier acknowledgment to the buyer that the produce shall be carrier billed.

**No. 2** "Today's Shipment" shall mean that the goods referred to shall be under billing by the transportation company the day the order is given.

**No. 3** The term "Tomorrow's Shipment" or "Immediate Shipment" shall be deemed to mean that the shipment will be met if the shipment is under billing by the transportation company not more than 24 hours later than allowed under "Today's Shipment".

**No. 4** The term "Quick Shipment" shall be deemed to mean that the conditions of the offer, order, or confirmation will be met if the shipment is under billing by the transportation company not more than 48 hours later than that allowed under "Today's Shipment".

**No. 5** The term "Prompt Shipment" shall be deemed to mean that the conditions of the offer, order, or confirmation will be met if the shipment is under billing by the transportation company not more than 72 hours later than allowed under "Today's Shipment".

**No. 6** The term "Shipment first part of week" or "Early part of week" shall be deemed to mean that the produce referred to shall be under billing by the transportation company Monday or Tuesday of the week specified.

**No. 7** The term "Shipment middle of week" shall be deemed to mean that the produce referred to shall be under billing by the transportation company Wednesday or Thursday of the week specified.

**No. 8** The term "Shipment last of week" or "latter part of week" shall be deemed to mean that the produce referred to shall be under billing by the transportation company Friday or Saturday of the week specified.

**No. 9** The provisions "Shipment as soon as possible" or "as soon as carrier can be secured" shall be deemed to mean that the shipper is uncertain as to when the shipment can be made but expects to make it within a reasonable time and will make it as soon as possible. But in any case where these words are so used the buyer shall, at any time after 7 days from the date of order, have the right to cancel the order or contract of sale provided notice of his decision so to cancel shall have been received by the shipper before shipment has been made.

**No. 10** The term "F.O.B." (for example F.O.B. Simcoe, Ontario or even F.O.B Ontario) shall be deemed to mean that the commodity quoted or sold is to be placed free on board transport at shipping point, in suitable shipping condition (see definitions of "suitable shipping condition" No. 11 and 12 of this Regulation) and that the buyer assumes all risks of damage and delay in transit not caused by the shipper, irrespective of how the shipment is billed. The buyer has the right of inspection at destination before the goods are paid for, but only for the purpose of determining that the produce shipped complied with the terms of the contract or order at time of shipment, subject to the provision covering suitable shipping condition. This right of inspection does not convey or imply any right of rejection by the buyer because of any loss, damage, deterioration, or change which has occurred in transit. It the shipper consigns the goods to himself with instructions to notify the buyer, this billing being for the purpose of securing payment of the draft or other performance of the contract by the buyer, and there is no understanding between the parties as to when title shall pass, the produce is considered as shipped at the buyer's risk as in the case of an F.O.B. shipment.

**No. 11** "Suitable shipping condition" in relation to direct shipments shall be deemed to mean that the commodity, at time of billing, shall be in a condition which, when shipment is handled under normal transportation service and conditions, will assure delivery without abnormal deterioration at the destination specified in contract of sale.

**No. 12** "Suitable shipping condition" in connection with reconsigned or rolling cars shall be deemed to mean that the commodity, at time of sale, shall meet the requirements of the definitions of this phrase provided for application to direct shipments in No. 11 of this Regulation.

**No. 13** The term "F.O.B. Acceptance" shall be deemed to mean the same as F.O.B. except that the buyer assumes full responsibility for the goods at shipping point, and has no right of rejection on arrival nor has he any recourse against the shipper because of any change in condition of the goods in transit, unless the goods when shipped were not in suitable shipping condition. (See definition Nos. 11 and 12 of this Regulation.) The buyer's remedy under this method of purchase is by recovery of damages from the shipper and not by the rejection of the shipment. Suitable shipping condition does not apply under this trade term. The buyer does have a recourse for a material breach of contract, providing the shipment is not rejected.

**No. 14** The term "F.O.B. Acceptance Final" shall be deemed to mean that the buyer accepts the commodity F.O.B. transport at shipping point without recourse.

**No. 15** The term "F.O.B. Subject Inspection and Acceptance Arrival" shall be deemed to mean that the commodity quoted or sold is to be placed by the seller free on board at shipping point, the cost of transportation to be borne by the buyer, but the seller to assume all risks of loss and damage in transit not caused by the buyer who has the right to inspect the goods upon arrival and to reject them if upon such inspection they are found not to meet the specifications of the contract of sale at destination. The buyer may not reject without reasonable cause. Such a sale is F.O.B. only as to price and is on a delivered basis as to quality and condition.

**No. 16** The term "F.O.B. Sale at Delivered Price" shall be deemed to mean the same as F.O.B. except that transportation charges from shipping point to destination shall be borne by the seller, that is, the sale is F.O.B. as to quality and delivered as to price.

**No. 17** The term "F.A.S. Ship" shall be deemed to mean that the commodity bought or sold is to be delivered free along side the ship in accordance with the terms of the contract and that the buyer assumes all responsibility and risk of damage thereafter.

**No. 18** The term "Delivered" or "Delivered Sale" shall be deemed to mean that the commodity quoted or sold is to be delivered by the seller on board transport, or on dock if delivered by ship at the market in which the buyer is located, or at such other market as agreed upon, free of any and all charges for transportation or protective service. The seller assumes all risks of loss and damage in transit not caused by the buyer. For example, a sale of Canada No. 1 potatoes delivered at Winnipeg means that the potatoes when tendered for delivery at Winnipeg shall meet all the destination requirements of the Canada No. 1 grade as to quality and condition.

**No. 19** The terms "In transit", "Roller" and "Rolling Car" shall be deemed to mean that the commodity referred to has been in possession of the transportation company and under movement from shipping point prior to the day on which the quotation is made, and that the car is moving over a route in line of haul between the point of origin and the market in which delivery is to be made. If a roller, or rolling car, or car in transit is sold F.O.B. shipping point, the buyer will be deemed to assume only the lowest authorized all rail freight charges applicable between the point of origin and destination stated in the contract of purchase, together with car rental, refrigerator and heater charges, if any; provided that the kind and extent of the protective service required by the shipper's instruction to the carriers are specified in the contract. But the buyer shall not be deemed to have assumed any demurrage, storage, detention, icing or heater charges, or diversion or reconsignment charges, that would not have accrued had the car been originally shipped direct to destination provided in the contract of purchase. If the carrier fails to accomplish diversion when properly notified, and such notification is duly acknowledged by the carrier, the contract of sale shall be deemed to have become null and void unless otherwise specifically provided.

**No. 20** The terms "Tramp Car" or "Tramp Car Sale" shall mean that the commodity has left the shipping point under a bill of lading issued prior to the day on which the quotation is made and has moved or is moving over a route out of line haul with the market in which it is to be delivered or in which it is being offered or quoted. But if sold F.O.B. shipping point, the buyer assumes only the lowest authorized all rail freight charges applicable between the point of origin and the destination stated in the contract of purchase, together with car rental, refrigeration and heater charges, if any; provided that the kind and extent of the protective service required by the shipper's instructions to the carriers are specified in the contract. But the buyer shall not be deemed to have assumed any demurrage, storage, detention, icing or heater charges, or diversion or reconsignment charges, that would not have accrued had the car been originally shipped direct to the destination provided in the contract of purchase. If the carrier fails to accomplish diversion when properly notified, and such notification is duly acknowledged by the carrier, the contract of sale be deemed to have become null and void unless otherwise specifically provided.

**No. 21** The term "Track Sale" or "Sale on Track" shall be deemed to mean that when a commodity is sold on track after arrival at destination, the buyer shall be considered to have waived any right to reject the commodity so purchased upon receipt by him or his duly authorized representative, from the seller or his duly authorized representative, of the bill of lading, delivery order, other document enabling him

to obtain the goods from the carrier. The foregoing shall not be construed as depriving the buyer of a right to reparation when the unloading of the car shall demonstrate that a part of the lading which was not accessible to inspection was of a quality or condition much inferior to that portion which was accessible to inspection but notice of intention to file claim for reparation must be given to seller within twenty-four hours after receipt by buyer of delivery order or bill of lading. If the seller gives the date of arrival when quoting price, and in the absence of any written memorandum of sale to the contrary, the buyer shall assume all charges that accrue on the shipment from the date of its arrival. If the seller fails to furnish the date of arrival when quoting price, and in the absence of any written memorandum of sale, which includes the date of arrival, or specific written statement, as to who shall assume such charges as have accrued after arrival, the buyer may assume that the shipment arrived at point of sale on the day and date upon which the purchase was made, and shall be liable only for such charges as would properly attach to a shipment arriving on date it was purchased.

**No. 22** The abbreviations "C.A.F.", "C.A.C." and "C.I.F." shall be deemed to mean "Cost and Freight", "Cost and Charges" and "Cost Insurance and Freight", respectively. When a sale is made C.A.F. it shall be deemed to mean the same as on an F.O.B. sale except that the selling price includes the correct freight charges to destination. C.A.C. sales shall be deemed to be the same as F.O.B. sales except that the selling price includes the correct freight and refrigeration or heater charges to destination. C.I.F. sales shall be deemed to be the same as F.O.B. sales except that the selling price includes insurance and the correct freight, refrigeration or heater charges to destination.

**No. 23** A "Carload" or "Carlot" or "Car" when referred to in offers, quotations or sales in which the quantity is not more definitely specified, and in the absence of well established trade custom or standard as to size of a "carload", "carlot" or "car" of the commodity in question shall be deemed to mean not less than the lowest minimum quantity required by the carrier's tariff applicable to the movement, and not more than 10% in excess of such lowest minimum tariff requirements, except that where carrier's tariffs provide alternative rates and minima the buyer shall state which tariff minimum must be observed and in event of failure so to do, the shipper may exercise his discretion, in no case, however, exceeding the higher tariff minimum quantity, except only such variations therefrom as are permitted in this paragraph.

**No. 24** "Shipping Point Inspection" shall be deemed to mean that the seller is required to obtain Government inspection or such private inspection as has been mutually agreed upon to show the compliance of the lot sold with quality and/or condition specifications of the contract and that the seller assumes the risk incident to incorrect certification.

**No. 25** "Shipping Point Inspection Final" or the words "Inspection Final" following the name of the province or point as British Columbia inspection final shall be deemed to mean that the seller is required to obtain Government inspection, or such private inspection as has been mutually agreed upon, to show the compliance of the lot sold with the quality and/or condition specifications of the contract and that the buyer assumes the risk incident to incorrect certification.

**No. 26** "Calendar dates" should be used wherever practicable, to specify when shipments must be made, will be made or have been made. Sundays and Legal Holidays should not be included in computation of time in connection with these rules and definitions, except in "Today's Shipment".

**No. 27** "Oral Agreements". In case any contract of sale or purchase or agreement of such nature is arranged or amended orally, in person or by telephone, the selling or buying broker, as he may be, should immediately confirm the arrangement to both buyer and seller in writing. If an amendment to a contract or an agreement has been made directly between the buyer and seller, each should confirm the same to the other in writing. If the mail advice will not reach the seller or the buyer prior to shipment, diversion or reconsignment of the goods in question or delivery of goods that are already at destination, the confirmation should be sent by wire or messenger.

**No. 28** "Future Sales or Purchases". Sales or purchases made for future shipment or delivery are made F.O.B. shipping point, usual terms, or subject to inspection and acceptance at place and time of shipment as specified in the order and contract of sale and all terms and conditions with respect to F.O.B. sales as far as applicable shall govern futures. Future sales are made with the understanding and agreement that the sale is based on an estimate of an unharvested crop to be shipped by the grower, or from the district or station specified in the contract. On all future sales, neither the seller nor his agents shall be liable for any damage or loss to the buyer from short, late or delayed shipment, or non-shipment or non-delivery, caused by delay or inability to harvest to fill the contract, failure or partial failure of crops, floods, droughts, weather conditions, embargoes, inability to secure cars, accidents, strikes, lockouts, acts of governmental, state or municipal authorities, legal process, shortage of labour or of shook or other packing material, providential or other causes, unavoidable or beyond the control of the seller or its agents. Future sales are made with the understanding and agreement that the seller shall have the right to make other future sales against its estimate unharvested crop from the grower, the district or station specified in the contract and if by reason of the causes above mentioned, or either or any of them such total sales exceed the total crop available for shipment by the seller from the grower, the district or station so specified, then and in any such events after shortage is ascertained, pro rata delivery shall be made by the seller from stocks then remaining unshipped, if any to all buyers without discrimination and such deliveries shall be accepted by the buyer. The seller or his agent reserves the right to cancel any future sales contract or any part thereof which cannot be filled by reason of any of said causes.

**No. 29** "Delayed or Deferred Shipments and Deliveries". Where, in a sale or contract of sale, the date for shipment or delivery is provided for either expressly or by means of the use of any of the terms herein defined and it is impossible for reasons beyond the control of the seller to make shipment or delivery as agreed the seller shall immediately advise the buyer by wire, stating the causes thereof and the earliest possible specific or approximate date on which shipment or delivery can be made and the buyer thereupon shall immediately advise the seller by wire as to whether or not he still desires to have his order filled. This paragraph is not intended to deprive the buyer of any rights to damage which he may have. (NOTE) In cases where through error or misunderstanding, shipment may have been made at a date later than that contracted for, the buyer should on receipt of knowledge, either by wire or mail, of such shipping date, immediately notify the seller by wire if the shipping date is unsatisfactory. It is obvious that failure to do so is a violation at good business ethics and is a moral, if not a legal obligation.

**No. 30** "A Quotation of Price" given by the seller to the buyer is not an offer to sell but only an invitation for an order or offer to buy even though the party quoting actually owns or has the goods and makes the quotation in person. The sale or contract of sale is not completed until the seller or his authorized agent has accepted the order. After acceptance of an order, neither party has the right to cancel without consent of the other party. (NOTE 1) To avoid misunderstandings, it is essential that the language used in quoting prices or making offers be unequivocal. It is suggested that: (a) When a seller desires to solicit orders by quoting prices, he use the words "we quote" and that; (b) When he intends to make a definite offer to sell, he use the words "we will sell"; (c) When quoting, selling or buying, the words "Standard Terms" should be included in the wire to indicate that the transaction is subject, to these Standard Rules and Definitions of Trade Terms. (NOTE 2) It is unnecessary, when quoting prices, as distinguished from offering to sell, to give notice that "all quotations are subject to change in market price and to goods being unsold on receipt of order" or "Subject to confirmation" but the practice is recommended because it helps to make clear to prospective buyers that the quotations are not offers to sell but only invitations for offers to buy. (NOTE 3) It should be borne in mind at all times that if the party to whom an offer is made does not accept it exactly as made to him, there is no contract and his modified acceptance amounts only to a counter offer. It should also be understood that to complete a contract a definite offer to buy or sell must be accepted within a reasonable time.

**No. 31** "Equipment and Protective Service". In shipping perishable commodities, where the contract is not specific as to equipment and protective service, the buyer should be consulted and if he remains silent, the shipper shall be governed by the exigencies of weather and temperature conditions and, further, shall issue such instruction to the carrier as will provide the requisite protection. The buyer shall not, in such case, dispute the wisdom or necessity for such protective measures or the attendant charges therefor.

**No. 32** "Sales through brokers". Both buyer and seller shall require brokers, on any sales made through brokers, to issue a confirmation of sale in duplicate, giving the buyer's and seller's names and addresses and the terms and conditions of the sale. The original sales ticket shall be given to the buyer and the duplicate to the seller.

**No. 33** "Shipments Below Contract Requirements". The shipper should not ship nor deliver goods which are not in accordance with the contract of sale. If he is unable to fulfill his contract, due to causes beyond his control, he shall notify the buyer, giving the reasons therefore, and propose such substitution as he may have to offer. The buyer shall have the option of accepting the substitution and shall advise the shipper promptly.

**No. 34** "Arrival at Destination". A shipment shall be deemed to have reached destination when notice of arrival has been given by the carrier to the consignee and shipment is placed where inspection is practicable or when car or cars are placed by the railroad on its recognized produce team track or on private unloading track at destination, in accordance with billed delivery (if any) or where shipment is held on consignee's instructions awaiting his order placement on such team or private track. Provided proper advice of shipment, including routing and number and initials of car or cars in which shipment was originally made, has been given to the consignee by the consignor, the burden of locating as shipment after arrival at destination rest upon the consignee. Under such circumstances and unless the consignor has neglected to bill the shipment with proper instructions to the carrier to notify the consignee of arrival, failure of the carrier to do so will not release the consignee from his obligations to the consignor. (NOTE) The term "consignee" when used in this rule shall be construed to include the "notify" or "advise" party in the case of shipment billed to order of the consignor or billed to the shipper.

