

**THE SUGAR ASSOCIATION OF LONDON
AND
THE REFINED SUGAR ASSOCIATION**

**SEMINAR
11 FEBRUARY 2010
TO BE HELD
AT THE OFFICES OF REED SMITH LLP
THE BROADGATE TOWER, 20 PRIMROSE STREET,
LONDON EC2A 2RS**

**DAMAGED SUGAR
QUALITY – FINAL AT LOADING?**

- 1.15 p.m. Registration
- 2.00 p.m. Welcome and Introduction
*Guy Toller, Chairman of The Refined Sugar Association
and Czarnikow Group Limited*
- A Supervisor's Perspective.
- *Identifying quality and packing defects prior to delivery
(hard and caked sugar).*
 - *The Supervisors responsibility in the delivery.*
 - *Reasons sugar cakes and distinctions between caked sugar
and "hard and caked sugar".*
- Michael Steele, J.H. Wiggins / R. Markey & Sons Inc.*
- 2.45 p.m. The Insurers Perspective.
- *Inherent vice, cover and claims.*
- Aidan Meldrum, Willis Limited*
- 3.15 p.m. The case of Bominflot -v- Petroplus – Gasoil, Rabbits
and Red Herrings.
Recent Ruling which develops International Trade Law.
- *For how long must goods remain of satisfactory quality.*
 - *Finality of loadport certificates.*
 - *Drafting of exclusion clauses.*
- Mark Morrison, Holman Fenwick Willan LLP*

Please Turn Over

- 3.45 p.m. Tea
- 4.00 p.m. The impact of *Bominflot –v- Petroplus* on Sellers' and Buyers' obligations under sugar contracts.
- *What responsibility does the sugar Seller now have for the condition of the cargo at the discharge port?*
 - *What can the sugar Seller do about it?*
- Jeff Isaacs, Hill Dickinson LLP***
- 4.30 p.m. Contract –v- Charterparty
Where do the Seller's and Buyer's responsibilities end and the Carrier's begin?
- *The Parties respective rights/obligations at the load port.*
 - *The Carrier's rights/obligations whilst the sugar is in transit.*
 - *How to react to a problem with the sugar which manifests itself at the discharge port.*
- Richard Swinburn, Reed Smith LLP***
- 5.00 p.m. Questions and close.