

REINSPECTION

300. Buyer and seller may agree in the terms of sale or otherwise on any basis for the settlement of complaints in respect to the grade, tally, size or moisture content of a shipment or upon any person or agency to reinspect the shipment. Unless otherwise specified by terms of sale or special contract, the grading of lumber is based upon its dimensions as originally manufactured. "Any subsequent change in manufacture or any subsequent change in condition which includes, but is not restricted to, defacing of the material by use of instruments or marks or otherwise, will prohibit a reinspection except with the consent of the parties interested." In the absence of special agreement, reinspection of lumber of the species covered by these rules originating in an area roughly comprising California, western Oregon, western Washington, and British Columbia will be made by the West Coast Lumber Inspection Bureau. Export shipments inspected and certificated by the West Coast Lumber Inspection Bureau under Export R or N List Rules may be reinspected under current WCLB reinspection provisions. Reinspection services of the Bureau are available to buyer and seller at a reasonable charge. However, the Bureau or its representatives assume no responsibility for, or concern in, arrangement or paying for labor or other service necessary to the reinspection. Reinspection by the Bureau is subject to the following provisions:

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a. Upon receipt of complaint from the buyer, unless otherwise settled, the seller shall immediately request the Portland, Oregon office of the Bureau to provide reinspection or re-tally as the case may be, according to its rules in effect at the time of execution of contract; and the buyer shall lend all reasonable assistance to facilitate the reinspection or re-tally. Failing action by the seller, the buyer may request reinspection or re-tally by the Bureau. In any event, both parties shall lend all reasonable assistance to the Bureau to facilitate the reinspection or re-tally. All requests for reinspection or re-tally must be made to the Bureau in writing and must be accompanied by two copies of the exact order or acknowledgment of the order, and two copies of the invoice. (Prices may be deleted.)

b. The buyer shall accept delivery of the shipment prior to filing complaint with the seller. Neither the acceptance nor unloading of the shipment, nor the payment of the invoice,

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nor the payment of the freight by the buyer, shall be construed as a waiver of his rights to claim that the material received is not of the kind, size, moisture content or grade specified in the seller's acceptance. Complaints must be filed within 10 days of receipt of the shipment, except that in the case of shipments composed of wrapped, strapped or packaged units, reinspection for grade will be permitted if complaint is filed within 90 days after receipt of shipment.

In such cases, reinspection shall involve only natural grade and manufacturing characteristics which are not altered by time, such as knots, wane, skips, etc. This extension of the time limit for filing complaints is provided solely to protect the buyer's right to reinspection until units are opened, up to 90 days, and shall not be construed to permit a delay in payment of invoices.

Complaints involving moisture content are to be filed as soon as possible, in any event not more than 72 hours after unloading of the shipment. On complaint involving tally or on factory lumber, the buyer shall hold the entire shipment intact for reinspection. On other complaints, the buyer is required to accept that portion of the shipment which is up to grade, size, or moisture content specified, as the case may be, holding intact only that portion which is in dispute. Buyer's acceptance of the material he deems to be part of the grade or size ordered does not prejudice his just claim on unaccepted material. Material in dispute shall be properly protected and held until reinspection. The disputed material shall be held intact for not exceeding 30 days after filing the request for reinspection.

If the item is not held intact, that portion which has been accepted or used shall be considered as of the highest grade specified in the order. The volume of any lower grade specified in the order, found on reinspection, shall be considered as applying, in percentage, on the shipment as a whole.

c. All claims for shortage or damage must be supported by affidavit of buyer or his agent, giving piece tally, numbers of car seals if any, car numbers and initials, also by report of transportation agent at destination or by affidavit that the

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transportation agent was requested to make such a report and refused to do so.

d. On a complaint on moisture content, reinspection by the Bureau will be made only under the following conditions:

(aa) Moisture content provisions in the rules apply at time of loading of the lumber. Any change in moisture content due to exposure to the weather or to any other cause will make reinspection impossible.

(bb) Moisture content specifications must be furnished the inspector at the time reinspection is requested and must be within the testing range of Bureau moisture meters.

(cc) Unless otherwise agreed upon between buyer and seller, reinspection will include tests of all the pieces that are under complaint in an item.

(dd) A shipment is considered to be of the moisture content specified in the shipment if not more than 5% of the board footage of each item exceeds the allowable moisture content.

e. For reinspection purposes, an item of a shipment consists of a grade and size, without reference to lengths. In mixed grade shipments, the grades specified in the mixture are considered as one grade in determining items. A shipment applying on an order which specifies quantities or percentages of grades is not considered a mixed grade shipment. In shipments containing more than one item, each item is considered separately.

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f. The contractual obligation of the seller shall be deemed to have been fulfilled if each item in a car load or a cargo lot shall, upon reinspection under the grading and inspection rules under which the lumber has been graded and sold, be found to be 95% or more of said grade or better, the material below said grade to be accepted by the buyer as of its invoiced grade. When the degrades are in excess of 5%, or when the degrades are found upon reinspection to be more than one grade lower than the grade invoiced, the degrades

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shall be the property of the seller, while that portion of the shipment which is on or above grade shall be accepted by the buyer as invoiced.

g. The responsibility of the Bureau on reinspections shall be deemed to have been fulfilled when it has supplied all parties concerned with a report on the reinspection.

h. The expense of such reinspection shall be borne by the shipper if the item under complaint is found to be more than 5% below grade; if 5% or less, the expense of reinspection shall be borne by the buyer. If more than one item is under complaint, the expense of reinspection shall be prorated between buyer and seller in the ratio of the invoiced footage of the items found to be more than 5% below grade to those found to be 5% or less below grade. In either case, the person calling for reinspection shall be responsible to the inspection agency for the cost thereof. The Bureau reserves the right to demand prepayment of all charges or a deposit to cover estimated costs of such charges.