

Incoterms 1990 - [superseded, current Incoterms is Incoterms 2000]

International Chamber of Commerce (ICC)

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Group D: *Arrival Terms*. Where the seller has to bear all costs and risk needed to bring the goods to the country of destination, (DAF, DES, DEQ, DDU and DDP). These are arrival contracts.

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DAF - Delivered At Frontier

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DES - Delivered Ex Ship

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DEQ - Delivered Ex Quay

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DDU - Delivered Duty Unpaid

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DDP - Delivered Duty Paid

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Incoterms 1990, “mirrored” correlative obligations of buyer and seller. Grouped under the following 10 heads.

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Under Incoterms 1990 all obligations related to a given trade term are grouped under 10 headings, with the obligations for the seller and buyer under each heading stated and mirrored with respect to the same subject matter.

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A	The Seller Must	B	The Buyer Must
A1	Provision of Goods in Conformity with the Contract	B1	Payment of the Price
A2	Licences, Authorisations and Formalities	B2	Licences, Authorisations and Formalities
A3	Contract of Carriage and Insurance (a) Contract of carriage (b) Contract of insurance	B3	Contract of Carriage
A4	Delivery	B4	Taking Delivery
A5	Transfer of Risks	B5	Transfer of Risks
A6	Division of Costs	B6	Division of Costs
A7	Notice to the Buyer	B7	Notice to the Seller
A8	Proof of Delivery, Transport Document or Equivalent Electronic Message	B8	Proof of Delivery, Transport Document or Equivalent Electronic Message
A9	Checking - Packaging - Marking	B9	Inspection of Goods
A10	Other Obligations	B10	Other Obligations

The 13 Incoterms

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The 13 terms are grouped into four basic different categories:

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Group E: *Departure term*.

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Where the seller makes the goods available to the buyer at the seller's own premises, (EXW).

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EXW - EX WORKS (... named place)

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“Ex works” means that the seller fulfils his obligation to deliver when he has made the goods available at his premises (i.e. works, factory, warehouse, etc.) to the buyer. In particular, he is not responsible for loading the goods on the vehicle provided by the buyer or for clearing the goods for export, unless otherwise agreed. The buyer bears all costs and risks involved in taking the goods from the seller's premises to the desired destination. This term thus represents the minimum obligation for the seller. This term should not be used when the buyer cannot carry out directly or indirectly the export formalities. In such circumstances, the FCA term should be used.

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Group F: *Shipment terms - Main carriage unpaid.*

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Where the seller is called on to deliver the goods to a carrier named by the buyer, (**FCA**, **FAS** and **FOB**). These are shipment contracts with the shipment point named, and carriage unpaid by the seller.

36

FCA - FREE CARRIER (... named place)

37

“Free Carrier” means that the seller fulfils his obligation to deliver when he has handed over the goods, cleared for export, into the charge of the carrier named by the buyer at the named place or point. If no precise point is indicated by the buyer, the seller may choose within the place or range stipulated where the carrier shall take the goods into his charge. When, according to commercial practice, the seller's assistance is required in making the contract with the carrier (such as in rail or air transport) the seller may act at the buyer's risk and expense.

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This term may be used for any mode of transport, including multimodal transport.

39

“Carrier” means any person who, in a contract of carriage, undertakes to perform or to procure the performance of carriage by rail, road, sea, air, inland waterway or by a combination of such modes. If the buyer instructs the seller to deliver the cargo to a person, e.g. a freight forwarder who is not a “carrier”, the seller is deemed to have fulfilled his obligation to deliver the goods when they are in the custody of that person.

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“Transport terminal”, means a railway terminal, a freight station, a container terminal or yard, a multi-purpose cargo terminal or any similar receiving point.

41

“Container” includes any equipment used to unitise cargo, e.g. all types of containers and/or flats, whether ISO accepted or not, trailers, swap bodies, ro-ro equipment, igloos, and applies to all modes of transport.

42

Under Incoterms 1990 all obligations related to a given trade term are grouped under 10 headings, with the obligations for the seller and buyer under each heading stated and mirrored with respect to the same subject matter.

43

FAS - FREE ALONGSIDE SHIP (... named port of shipment)

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“Free Alongside Ship” means that the seller fulfils his obligation to deliver when the goods have been placed alongside the vessel on the quay or in lighters at the named port of shipment. This means that the buyer has to bear all costs and risks of loss of or damage to the goods from that moment. The FAS term requires the buyer to clear the goods for export. It should not be used when the buyer cannot carry out directly or indirectly the export formalities.

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This term can only be used for sea or inland waterway transport.

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FOB - FREE ON BOARD (... named port of shipment)

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“Free on Board” means that the seller fulfils his obligation to deliver when the goods have passed over the ship's rail at the named port of shipment. This means that the buyer has to bear all costs and risks of loss of or damage to the goods from that point.

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The FOB term requires the seller to clear the goods for export.

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This term can only be used for sea or inland waterway transport. When the ship's rail serves no practical purpose, such as in the case of roll-on/roll-off or container traffic, the FCA term is more appropriate to use.

50

Group C: *Shipment terms - Main carriage paid.*

51

Where the seller has to contract for carriage, but without assuming the risk of loss of or damage to the goods or additional costs due to events occurring after shipment and dispatch, (**CFR**, **CIF**, **CPT** and **CIP**). These are shipment contracts with the destination point named, and carriage paid by the seller. There are two critical division points, one for the division of costs, the other for the division of risk. Costs being assumed by the seller until the destination point; risk being transferred to the buyer at the point of shipment. CIF and CIP are the only Incoterms related directly to insurance cover. In these the seller arranges the contract of carriage and payment of freight and is regarded as being in a better position than the buyer to arrange insurance.

52

CFR - COST AND FREIGHT (... named port of destination)

53

“Cost and Freight” means that the seller must pay the costs and freight necessary to bring the goods to the named port of destination but the risk of loss of or damage to the goods, as well as any additional costs due to events occurring after the time the goods have been delivered on board the vessel, is transferred from the seller to the buyer when the goods pass the ship's rail in the port of shipment.

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The CFR term requires the seller to clear the goods for export.

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This term can only be used for sea and inland waterway transport. When the ship's rail

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serves no practical purpose, such as in the case of roll-on/roll-off or container traffic, the CPT term is more appropriate to use.

CIF - COST, INSURANCE AND FREIGHT (... named port of destination)

57

“Cost, Insurance and Freight” means that the seller has the same obligations as under CFR but with the addition that he has to procure marine insurance against the buyer's risk of loss of or damage to the goods during the carriage. The seller contracts for insurance and pays the insurance premium.

58

The buyer should note that under the CIF term the seller is only required to obtain insurance on minimum coverage. The CIF term requires the seller to clear the goods for export. This term can only be used for sea and inland waterway transport. When the ship's rail serves no practical purposes such as in the case of roll-on/ roll-off or container traffic, the CIP term is more appropriate to use.

59

CPT - CARRIAGE PAID TO (... named place of destination)

60

“Carriage paid to...” means that the seller pays the freight for the carriage of the goods to the named destination. The risk of loss of or damage to the goods, as well as any additional costs due to events occurring after the time the goods have been delivered to the carrier, is transferred from the seller to the buyer when the goods have been delivered into the custody of the carrier.

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“Carrier” means any person who, in a contract of carriage, undertakes to perform or to procure the performance of carriage, by rail, road, sea, air, inland waterway or by a combination of such modes.

62

If subsequent carriers are used for the carriage to the agreed destination, the risk passes when the goods have been delivered to the first carrier.

63

The CPT term requires the seller to clear the goods for export.

64

This term may be used for any mode of transport including multimodal transport.

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CIP - CARRIAGE AND INSURANCE PAID TO (... named place of destination)

66

“Carriage and insurance paid to...” means that the seller has the same obligations as under CPT but with the addition that the seller has to procure cargo insurance against the buyer's risk of loss of or damage to the goods during the carriage. The seller contracts for insurance and pays the insurance premium.

67

The buyer should note that under the CIP term the seller is only required to obtain insurance on minimum coverage. The CIP term requires the seller to clear the goods for export. This term may be used for any mode of transport including multimodal transport.

68

Group D: *Arrival Terms.*

69

Where the seller has to bear all costs and risk needed to bring the goods to the country of destination, (DAF, DES, DEQ, DDU and DDP). These are arrival contracts.

70

DAF - DELIVERED AT FRONTIER (... named place)

71

“Delivered at Frontier” means that the seller fulfils his obligation to deliver when the goods have been made available, cleared for export, at the named point and place at the frontier, but before the customs border of the adjoining country. The term “frontier” may be used for any frontier including that of the country of export. Therefore, it is of vital importance that the frontier in question be defined precisely by always naming the point and place in the term.

72

The term is primarily intended to be used when goods are to be carried by rail or road, but it may be used for any mode of transport.

73

DES - DELIVERED EX SHIP (... named port of destination)

74

“Ex Ship” means that the seller fulfils his obligation to deliver when the goods have been made available to the buyer on board the ship uncleared for import at the named port of destination. The seller has to bear all the costs and risks involved in bringing the goods to the named port of destination. This term can only be used for sea or inland waterway transport.

75

DEQ - DELIVERED EX QUAY (DUTY PAID) (... named port of destination)

76

“Delivered Ex Quay (duty paid)” means that the seller fulfils his obligation to deliver when he has made the goods available to the buyer on the quay (wharf) at the named port of destination, cleared for importation. The seller has to bear all risks and costs including duties, taxes and other charges of delivering the goods thereto.

77

This term should not be used if the seller is unable directly or indirectly to obtain the import licence.

78

If the parties wish the buyer to clear the goods for importation and pay the duty the words duty unpaid, should be used instead of “duty paid”.

79

If the parties wish to exclude from the seller's obligations some of the costs payable upon importation of the goods (such as value added tax (VAT)), this should be made clear by adding words to this effect: “Delivered ex quay, VAT unpaid (... named port of destination)”,.

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This term can only be used for sea or inland waterway transport.

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DDU - DELIVERED DUTY UNPAID (... named place of destination)

82

“Delivered duty unpaid” means that the seller fulfils his obligation to deliver when the goods have been made available at the named place in the country of importation. The seller has to bear the costs and risks involved in bringing the goods thereto (excluding duties, taxes and other official charges payable upon importation) as well as the costs and risks of carrying out customs formalities. The buyer has to pay any additional costs and to bear any risks caused by his failure to clear the goods for import in time.

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If the parties wish the seller to carry out customs formalities and bear the costs and risks resulting therefrom, this has to be made clear by adding words to this effect.

84

If the parties wish to include in the seller's obligations some of the costs payable upon importation of the goods (such as value added tax (VAT)), this should be made clear by adding words to this effect: Delivered duty unpaid, VAT paid, (... named place of destination) ,

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This term may be used irrespective of the mode of transport.

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DDP - DELIVERED Duty PAID (... named place of destination)

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“Delivered duty paid” means that the seller fulfils his obligation to deliver when the goods have been made available at the named place in the country of importation. The seller has to bear the risks and costs, including duties, taxes and other charges of delivering the goods thereto, cleared for importation. Whilst the DDU should be used.

88

If the parties wish to exclude from the seller's obligations some of the costs payable upon importation of the goods (such as value added tax (VAT)), this should be made clear by adding words to this effect: “Delivered duty paid, VAT unpaid (...named place of destination)”.

89

This term may be used irrespective of the mode of transport.

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Mode of Transport and the Appropriate Incoterm 1990

91

Suitable for Any Mode of Transport including Multimodal:

92

EXW - Ex Works (... named place)

93

FCA - Free Carrier (... named place)

94

CPT - Carriage Paid To (... named place of destination)

95

CIP - Carriage and Insurance Paid To (... named place of destination)

96

DAF - Delivered At Frontier (... named place of destination)

97

DDU - Delivered Duty Unpaid (... named place of destination)

98

DDP - Delivered Duty Paid (... named place of destination)

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