

INTERNATIONAL TERMS OF TRADE-INCOTERMS

We note that understanding trading terms are of great essence when executing a transaction in either export or import. To help our keep our customers abreast and help the understand their responsibilities in any transaction, we have summarized the various t.o.t's as below:

EXW - Ex Works

"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.

This term thus represents the minimum obligation for the seller. The buyer bears all cost and risks involved in taking the goods from the seller's premises to the desired destination.

FCA - Free Carrier

"Free Carrier" means that the seller fulfils his obligation to deliver when he has handed over the goods, cleared for export, into the carrier named by the buyer at the named place or point. If no precise point is indicated by the buyer, the seller may chose 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. This term may be used for any mode of transport, including multimodal transport.

FAS - Free Alongside Ship

"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 notbe used when the buyer cannot carry out directly or indirectly the export Formalities. This term can only be used for sea or inland waterway transport.

FOB - Free On Board

"Free On Board" means that the seller fulfils his obligation to deliver whenthe goods have passed over the ship's rail at the named port of shipment. Thismeans that the buyer has to bear all costs and risks of loss of or damage to the goods from that point. The FOB term requires the seller to clear the goods for export.

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-offor container traffic, the FCA term is more appropriate to use.

CFR - Cost and Freight

"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. The CFR term requires the seller to clear the goods forexport. This term can only be used for sea and 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 CPT term is more appropriate to use.

CIF - Cost, Insurance and Freight

"Cost, Insurance and Freight" means that the seller has the same obligationsas 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. 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 of export. This term can only be used for sea and 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 CIP term is more appropriate to use.

CPT - Carriage Paid To

"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 to the custody of the carrier. "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 subsequent carriers are used for the carriage to the agreed destination, the risk passes when the goods have been delivered to the first carrier. The CPT term requires the seller to clear the goods for export. This term may be used for any mode of transport including multimodal transport.

CIP - Carriage and Insurance Paid to

"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. 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.

DAF - Delivered At Frontier

"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. 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 including multimodal transport.

DES - Delivered Ex Ship

"Delivered 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 not cleared 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.

DEQ - Delivered Ex Quay

"Delivered Ex Quay (duty Paid)" means that the seller fulfils his obligation to deliver when the goods have been made available to the buyer on the quay (wharf) at the named port of destination, cleared for importation. The seller has to bear all risks including duties, taxes and other charges of delivering the goods thereto. This term should not be used if the seller is unable directly or indirectly to obtain the import license. 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'. 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)". This term can only be used for sea or inland waterway transport.

DDU - Delivered Duty Unpaid

"Delivered Duty Unpaid" means that the seller fulfils his obligation to deliver when the goods have been made available to 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. 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. 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)". This term may be used irrespective of the mode of transport.

DDP - Delivered Duty Paid

"Delivered Duty Paid" means that the seller fulfils his obligation to deliver when the goods have been made available to 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 there to cleared for importation. Whilst the EXW term represents the minimum obligation for the seller, **DDP represents the maximum obligation**. This term should not be used if the seller is unable directly or indirectly to obtain the import license. If the parties wish the buyer to clear the goods for importation and to pay the duty, the term DDU should be used. 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 paid, (... named place of destination)". This term may be used irrespective of the mode of transport.