

## ➤ ACRONYMS

Represented by 3-letter acronyms, international commercial terms simplify international sales contracts, by covering the minimum rights and obligations of sellers and buyers in relation to tasks over and above the process of producing products.

INCOTERMS (International Commercial Terms) serve to define, within the structure of an international sales contract, the right and reciprocal obligations of exporters and importers, establishing a standardized set of definitions and determining neutral rules and practices, such as where exporters must deliver goods, who pays the freight charges, who is responsible to obtain insurance, etc.

This is the goal of the INCOTERMS since they are impartial, uniform international rules that constitute the basis of international business transactions and seek to promote their harmony.

In reality, they do not impose but rather propose an understanding between sellers and buyers regarding the necessary tasks to move goods from the place where they are made to their place of final destination (consumption zone): packaging, internal transport, export and import licenses, handling in terminals, international transport and insurance, etc.

## ➤ INCOTERMS 2010

On January 1, 2011, the INCOTERMS 2010 version went into effect, which removed four terms from the 2000 version and added two new rules, reducing the number of INCOTERMS from 13 to 11. However, the 2000 version and earlier ones continue to be valid and can be applied provided the parties involved so desire.

### **INTERCOMS, removed from the 2010 version:**

- DAF [Delivered At Frontier]
- DES [Delivered Ex-Ship]
- DEQ [Delivered Ex-Quay]
- DDU [Delivered Duty Unpaid]

### **INCOTERMS, included in the 2010 version:**

- DAT [Delivered at Terminal]
- DAP [Delivered at Place]

The INCOTERMS 2010 were set forth by the **Chamber of Commerce (ICC)** in its Publication No. 715E, of 2010. **Camex Resolution No. 21, of April 7, 2011**, lists the codes that shall be adopted for identification purposes of sales made, in the documents and control records of the agencies of the Federal Administration.

## ➤ **RULES FOR ANY MODE OR MODES OF TRANSPORT**

- **EXW Ex Works**

"Ex Works" means that the seller delivers when it places the goods at the disposal of the buyer at the seller's premises or at another named place (i.e., works, factory, warehouse, etc.). The seller does not need to load the goods on any collecting vehicle, nor does it need to clear the goods for export, where such clearance is applicable.

- **FCA Free Carrier**

"Free Carrier" means that the seller delivers the goods to the carrier or another person nominated by the buyer at the seller's premises or another named place.

The parties are well advised to specify as clearly as possible the point within the named place of delivery, as the risk passes to the buyer at that point.

- **CPT Carriage Paid To**

"Carriage Paid To" means that the seller delivers the goods to the carrier or another person nominated by the seller at an agreed place (if any such place is agreed between parties) and that the seller must contract for and pay the costs of carriage necessary to bring the goods to the named place of destination.

- **CIP Carriage And Insurance Paid To**

"Carriage and Insurance Paid to" means that the seller delivers the goods to the carrier or another person nominated by the seller at an agreed place (if any such place is agreed between parties) and that the seller must contract for and pay the costs of carriage necessary to bring the goods to the named place of destination.

"The seller also contracts for insurance cover against the buyer's risk of loss of or damage to the goods during the carriage. The buyer should note that under CIP the seller is required to obtain insurance only on minimum cover. Should the buyer wish to have more insurance protection, it will need either to agree as much expressly with the seller or to make its own extra insurance arrangements."

- **DAT Delivered at Terminal**

“Delivered at Terminal” means that the seller delivers when the goods, once unloaded from the arriving means of transport, are placed at the disposal of the buyer at a named terminal at the named port or place of destination. “Terminal” includes a place, whether covered or not, such as a quay, warehouse, container yard or road, rail or air cargo terminal. The seller bears all risks involved in bringing the goods to and unloading them at the terminal at the named port or place of destination.

- **DAP Delivered At Place**

“Delivered at Place” means that the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. The seller bears all risks involved in bringing the goods to the named place.

- **DDP - Delivered Duty Paid**

“Delivered Duty Paid” means that the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.

## ➤ **RULES FOR SEA AND INLAND WATERWAY TRANSPORT**

- **FAS Free Alongside Ship**

“Free Alongside Ship” means that the seller delivers when the goods are placed alongside the vessel [e.g., on a quay or a barge] nominated by the buyer at the named port of shipment. The risk of loss of or damage to the goods passes when the goods are alongside the ship, and the buyer bears all costs from that moment onwards.

- **FOB Free On Board**

“Free On Board” means that the seller delivers the goods on board the vessel nominated by the buyer at the named port of shipment or procures the goods already so delivered. The risk of loss of or damage to the goods passes when the goods are on board the vessel, and the buyer bears all costs from that moment onwards.

- **CFR Cost and Freight**

“Cost and Freight” means that the seller delivers the goods on board the vessel or procures the goods already so delivered. The risk of loss of or damage to the goods passes when the goods are on board the vessel. the seller must contract for and pay the costs and freight necessary to bring the goods to the named port of destination.

- **CIF Cost, Insurance and Freight**

“Cost, Insurance and Freight” means that the seller delivers the goods on board the vessel or procures the goods already so delivered. The risk of loss of or damage to the goods passes when the goods are on board the vessel. The seller must contract for and pay the costs and freight necessary to bring the goods to the named port of destination. ‘The seller also contracts for insurance cover against the buyer’s risk of loss of or damage to the goods during the carriage. The buyer should note that under CIF the seller is required to obtain insurance only on minimum cover. Should the buyer wish to have more insurance protection, it will need either to agree as much expressly with the seller or to make its own extra insurance arrangements.”

