

**Incoterms<sup>®</sup>**  
2020 by the International  
Chamber of Commerce (ICC)

REGLAS DE ICC PARA EL  
USO DE TÉRMINOS  
COMERCIALES  
NACIONALES E  
INTERNACIONALES





LO QUE HACEN  
LAS REGLAS  
INCOTERMS

Prácticas entre empresas en los  
contratos de compraventa de  
mercancías

Describen

Obligaciones

Riesgo

Costos

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**De:** Fiorella Tirado Bertuccelli <[ftirado@amcham.org.pe](mailto:ftirado@amcham.org.pe)>  
**Enviado el:** martes, 5 de noviembre de 2019 3:31 p.m.  
**Para:** Manuel Quindimil <[mquindimil@amcham.org.pe](mailto:mquindimil@amcham.org.pe)>  
**Asunto:** RE: Oferta

Acepto.

Fiorella Tirado  
Av. De Los Sueños 666 Lima

**De:** Manuel Quindimil <[mquindimil@amcham.org.pe](mailto:mquindimil@amcham.org.pe)>  
**Enviado el:** martes, 5 de noviembre de 2019 3:28 p.m.  
**Para:** Fiorella Tirado Bertuccelli <[ftirado@amcham.org.pe](mailto:ftirado@amcham.org.pe)>  
**Asunto:** Oferta

Srta. Fiorella Tirado:

Le ofrezco comprarle 1000 pares de zapatos, a US\$ 10 FOB a ser embarcados en Lima para Buenos Aires antes del 15 diciembre de 2019.

Saludos,

Manuel Quindimil  
Av. Córdoba 2015 Buenos Aires.

FORM 2-1  
Letter of Inquiry

Mr. Paulo Netto, General Manager  
GLOBO Products, S.A.  
76 Rua Rui Barbosa  
Rio de Janeiro, Brazil

By Fax

June 1, 2005

Dear Mr. Netto:

We enjoyed visiting your display at the Rio de Janeiro Trade Fair on April 20th of this year. Thank you for taking the time to come to our reception at the Hotel Central. We, too, are excited about possible business development opportunities for Value Industries in Brazil. Our Vice President for Business Development, Ms. Samantha Williams, will be in Rio de Janeiro in September and will be in contact with you to arrange for a factory visit to discuss business possibilities.

We now wish to order Christmas ornaments. Please send us a pro forma invoice in triplicate covering:

Item #15	50,000 Christmas Lights in Red, Green, and Yellow
Item #21	5,000 White Angel Ornaments
Item #13	5,000 Candy Cane Ornaments
Item #4	5,000 Sparkling Red Bells
Item #8	10,000 Super Deluxe 18" Christmas Wreaths

Please include your best price, including packaging, FOB Rio de Janeiro, C&F Newark, New Jersey, and CIF Newark. Thank you and we look forward to your response.

Sincerely,

Henry Williams  
Sales Director, North America  
Value Industries, Inc.  
Worthington, Ohio

FORM 2-2  
Pro Forma Invoice

GLOBO Products, S.A.  
76 Rua Rui Barbosa  
Rio de Janeiro, Brazil

To: Mr. Henry Williams  
Sales Director  
Value Industries, Inc.

June 15, 2005

Pro Forma Invoice No. 522

Description	Price per Unit (USD)	Total Price
50,000 Christmas Lights in Red, Green, and Yellow	\$.25	\$12,500
5,000 White Angel Ornaments	.75	3,750
5,000 Candy Cane Ornaments	.95	4,750
5,000 Sparkling Red Bells	.95	4,750
10,000 Super Deluxe 18" Christmas Wreaths	3.50	<u>35,000</u>
Total Price FOB Rio de Janeiro		\$60,750
Ocean Freight to Newark, New Jersey		<u>2,500</u>
Total Price C&F Newark		\$63,250
Insurance at 110%		<u>515</u>
Total Price CIF Newark		\$63,765

The prices quoted above are firm for 60 days. Payment terms are payment under a confirmed irrevocable letter of credit issued by a U.S. Bank and confirmed by the Banco do Brasil, Rio de Janeiro Branch. Shipment will occur in approximately 15 days from receipt of your order and advice of credit. All purchase orders subject to written acknowledgment from us.

Yours Truly,

Paulo Netto  
General Manager

FORM 2-3  
Purchase Order

GLOBO Products, S.A.  
76 Rua Rui Barbosa  
Rio de Janeiro, Brazil

By Fax

July 1, 2005

Dear Mr. Netto:

Please supply us in accordance with your Pro Forma Invoice No. 522 dated June 15, 2005 with the following items:

Item #15	50,000 Christmas Lights in Red, Green, and Yellow @ \$.25 USD per unit
Item #21	5,000 White Angel Ornaments @ .75
Item #13	5,000 Candy Cane Ornaments @ .95
Item #4	5,000 Sparkling Red Bells @ .95
Item #8	10,000 Super Deluxe 18" Christmas Wreaths @ 3.50

Total Price CIF Newark, New Jersey \$63,765.00

Delivery Date: Prior to September 1, 2005

We have instructed Mid-America Bank to open a confirmed irrevocable letter of credit per your pro forma invoice and to ask the Banco do Brasil, Rio de Janeiro Branch, for its confirmation. We look forward to your early acknowledgment by mail.

Sincerely,

Henry Williams  
Sales Director, North America  
Value Industries, Inc.  
Worthington, Ohio

**ITC MODEL CONTRACT FOR THE  
INTERNATIONAL COMMERCIAL  
SALE OF GOODS (SHORT VERSION)**

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**PARTIES:**

***Seller***

Name (name of company)

Legal form (e.g. limited liability company)

Country of incorporation and (if appropriate) trade register number

Address (address of place of business of the seller, phone, fax, e-mail)

Represented by (surname and first name, address, position, legal title of representation)

***Buyer***

Name (name of company)

Legal form (e.g. limited liability company)

Country of incorporation and (if appropriate) trade register number

Address (address of place of business of the buyer, phone, fax, e-mail)

Represented by (surname and first name, address, position, legal title of representation)

Hereinafter: "the Parties"

**1. Goods**

1.1 Subject to the terms agreed in this contract, the Seller shall deliver the following good(s) (hereinafter: "the Goods") to the Buyer.

1.2 Description of the Goods (details necessary to define/specify the Goods which are the object of the sale, including required quality, description, certificates, country of origin, other details).

1.3 Quantity of the Goods (including unit of measurement).

1.3.1 Total quantity.....

1.3.2 Per delivery instalment . . . . . (if appropriate)

1.3.3 Tolerance percentage: Plus or minus . . . . . % (if appropriate)

1.4 Inspection of the Goods (where an inspection is required, specify, as appropriate, details of organization responsible for inspecting quality and/or quantity, place and date and/or period of inspection, responsibility for inspection costs).

1.5 Packaging.....

1.6 Other specification .....

**2. Delivery**

2.1 Applicable International Chamber of Commerce (hereinafter: ICC) Incoterms (by reference to most recent version of the Incoterms at date of conclusion of the contract).

2.2 Place of delivery.....

2.3 Date or period of delivery.....

2.4 Carrier (name and address, where applicable) .....

2.5 Other delivery terms (if any) .....

**3. Price**

3.1 Total price.....

3.2 Price per unit of measurement (if appropriate) .....

3.3 Amount in numbers .....

3.4 Amount in letters .....

3.5 Currency .....

3.6 Method for determining the price (if appropriate).....

**4. Payment conditions**

4.1 Means of payment (e.g. cash, cheque, bank draft, transfer) .....

4.2 Details of Seller's bank account (if appropriate) .....

4.3 Time for payment.....

The Parties may choose a payment arrangement among the possibilities set out below, in which case they should specify the arrangement chosen and provide the corresponding details:

- Payment in advance *[specify details]* .....
- Payment by documentary collection *[specify details]* .....
- Payment by irrevocable documentary credit *[specify details]* .....
- Payment backed by bank guarantee *[specify details]* .....
- Other payment arrangements *[specify details]* .....

## 5. Documents

5.1 The Seller shall make available to the Buyer (or shall present to the bank specified by the Buyer) the following documents (tick corresponding boxes and indicate, as appropriate, the number of copies to be provided):

- Commercial invoice .....
- The following transport documents (specify any detailed requirements) .....
- Packing list .....
- Insurance documents .....
- Certificate of origin .....
- Certificate of inspection .....
- Customs documents .....
- Other documents .....

5.2 In addition, the Seller shall make available to the Buyer the documents indicated in the ICC Incoterms the Parties have selected under Article 2 of this contract.

## 6. Non-performance of the Buyer's obligation to pay the price at the agreed time

6.1 If the Buyer fails to pay the price at the agreed time, the Seller shall fix to the Buyer an additional period of time of (specify the length) for performance of payment. If the Buyer fails to pay the price at the expiration of the additional period, the Seller may declare this contract avoided in accordance with Article 10 of this contract.

6.2 If the Buyer fails to pay the price at the agreed time, the Seller shall in any event be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of *[specify]* % per annum. *[Alternatively: Specify other rate of interest agreed by the Parties.]*

*[Comment: The Parties should take into consideration that in some legal systems payment of interest is unlawful, or is subject to a legal maximum rate, or there is provision for statutory interest on late payments.]*

## 7. Non-performance of the Seller's obligation to deliver the Goods at the agreed time

7.1 If the Seller fails to deliver the Goods at the agreed time, the Buyer shall fix to the Seller an additional period of time of (specify the length) for performance of delivery. If the Seller fails to deliver the Goods at the expiration of the additional period, the Buyer may declare this contract avoided in accordance with Article 10 of this contract.

*[Option: "7.2 If the Seller is in delay in delivery of any goods as provided in this contract, the Buyer is entitled to claim liquidated damages equal to 0.5% (parties may agree some other percentage: .....%) of the price of those goods for each complete day of delay as from the agreed date of delivery or the last day of the agreed delivery period, as specified in Article 2 of this contract, provided the Buyer notifies the Seller of the delay.*

*Where the Buyer so notifies the Seller within ..... days from the agreed date of delivery or the last day of the agreed delivery period, damages will run from the agreed date of delivery or from the last day of the agreed delivery period. Where the Buyer so notifies the Seller more than ..... days after the agreed date of delivery or the last day of the agreed delivery period, damages will run from the date of notice. Liquidated damages for delay shall not exceed .....% of the price of the delayed goods. Liquidated damages for delay do not preclude avoidance of this contract in accordance with Article 10."*

## 8. Lack of conformity

8.1 The Buyer shall examine the Goods, or cause them to be examined within as short period as is practicable in the circumstances. The Buyer shall notify the Seller of any lack of conformity of the Goods, specifying the nature of the lack of conformity, within ..... days after the Buyer has discovered or ought to have discovered the lack of conformity. In any event, the Buyer loses the right to rely on a lack of conformity if he fails to notify the Seller thereof at the latest within a period of two years (other period of time) from the date on which the Goods were actually handed over to the Buyer.

8.2 Where the Buyer has given due notice of non-conformity to the Seller, the Buyer may at his option:

- 8.2.1 Require the Seller to deliver any missing quantity of the Goods, without any additional expense to the Buyer;
- 8.2.2 Require the Seller to replace the Goods with conforming goods, without any additional expense to the Buyer;
- 8.2.3 Require the Seller to repair the Goods, without any additional expense to the Buyer;
- 8.2.4 Reduce the price in the same proportion as the value that the Goods actually delivered had at the time of the delivery bears to the value that conforming goods would have had at that time. The Buyer may not reduce the price if the Seller replaces the Goods with conforming goods or repairs the Goods in accordance with paragraph 8.2.2 and 8.2.3 of this Article or if the Buyer refuses to accept such performance by the Seller;
- 8.2.5 Declare this contract avoided in accordance with Article 10 of this contract.



The Buyer shall in any event be entitled to claim damages.

[Option: "8.3 The Seller's liability under this Article for lack of conformity of the Goods is limited to [specify the limitation(s)]."]

## 9. Transfer of property

The Seller must deliver to the Buyer the Goods specified in Article 1 of this contract free from any right or claim of a third person.

[Option: "Retention of title. The Seller must deliver to the Buyer the Goods specified in Article 1 of this contract free from any right or claim of a third person. The property in the Goods shall not pass to the Buyer until the Seller has received payment in full of the price of the Goods. Until property in the Goods passes to the Buyer, the Buyer shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property".]

## 10. Avoidance\* of contract

10.1 There is a breach of contract where a party fails to perform any of its obligations under this contract, including defective, partial or late performance.

10.2 There is a fundamental breach of contract where:

10.2.1 Strict compliance with the obligation which has not been performed is of the essence under this contract; or

10.2.2 The non-performance substantially deprives the aggrieved party of what it was reasonably entitled to expect under this contract.

[Option: "The Parties additionally agree that the following is to be considered as a fundamental breach of contract:

(Specify the cases that constitute a fundamental breach of contract e.g. late payment, late delivery, non-conformity, etc.)"]

10.3 In a case of a breach of contract according to paragraph 10.1 of this Article, the aggrieved party shall, by notice to the other party, fix an additional period of time of (specify the length) for performance. During the additional period of time the aggrieved party may withhold performance of its own reciprocal obligations and may claim damages, but may not declare this contract avoided. If the other party fails to perform its obligation within the additional period of time, the aggrieved party may declare this contract avoided.

10.4 In case of a fundamental breach of contract according to paragraph 10.2 of this Article, the aggrieved party may declare this contract avoided without fixing an additional period of time for performance to the other party.

10.5 A declaration of avoidance of this contract is effective only if made by notice to the other party.

\* Note: For the purposes of this Model Contract, the term "Avoidance" is taken from the CISG and means termination of contract.

## 11. Force majeure – excuse for non-performance

11.1 "Force majeure" means war, emergency, accident, fire, earthquake, flood, storm, industrial strike or other impediment which the affected party proves was beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this contract or to have avoided or overcome it or its consequences.

11.2 A party affected by force majeure shall not be deemed to be in breach of this contract, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this contract to the extent that the delay or non-performance is due to any force majeure of which it has notified the other party in accordance with Article 11.3. The time for performance of that obligation shall be extended accordingly, subject to Article 11.4.

11.3 If any force majeure occurs in relation to either party which affects or is likely to affect the performance of any of its obligations under this contract, it shall notify the other party within a reasonable time as to the nature and extent of the circumstances in question and their effect on its ability to perform.

11.4 If the performance by either party of any of its obligations under this contract is prevented or delayed by force majeure for a continuous period in excess of three [specify any other figure] months, the other party shall be entitled to terminate this contract by giving written notice to the Party affected by the force majeure.

[If preferred, replace 11.4 with the following alternative:

"11.4 If the performance by either party of any of its obligations under this contract is prevented or delayed by force majeure for a continuous period in excess of three [specify any other figure] months, the Parties shall negotiate in good faith, and use their best endeavours to agree upon such amendments to this contract or alternative arrangements as may be fair and reasonable with a view to alleviating its effects, but if they do not agree upon such amendments or arrangements within a further period of 30 [specify any other figure] days, the other party shall be entitled to terminate this contract by giving written notice to the Party affected by the force majeure".]

## 12. Entire agreement

12.1 This contract sets out the entire agreement between the Parties. Neither party has entered into this contract in reliance upon any representation, warranty or undertaking of the other party that is not expressly set out or referred to in this contract. This Article shall not exclude any liability for fraudulent misrepresentation. [Add where relevant: "This contract supersedes any previous agreement or understanding relating its subject matter".]

12.2 This contract may not be varied except by an agreement of the Parties in writing (which may include e-mail).

## 13. Notices

13.1 Any notice under this contract shall be in writing (which may include e-mail) and may be served by leaving it or sending it to the address of the other party as specified in Article 13.2 below, in a manner that ensures receipt of the notice can be proved.

13.2 For the purposes of Article 13.1, notification details are the following, unless other details have been duly notified in accordance with this Article:

- .....;  
- .....

#### 14. Dispute resolution procedure

Any dispute, controversy or claim arising out of or relating to this contract, including its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled under the rules of [specify the arbitration institution] by [specify the number of arbitrators, e.g. sole arbitrator or, if appropriate, three arbitrators] appointed in accordance with the said rules. The place of arbitration shall be [specify]. The language of the arbitration shall be [specify].

[The following are alternatives to a specified arbitral institution under Article 14.

##### Alternative 1: Ad hoc arbitration

"Any dispute, controversy or claim arising out of or relating to this contract, including its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled under the rules of UNCITRAL [specify other rules] by [specify the number of arbitrators, e.g. sole arbitrator or, if appropriate, three arbitrators] appointed by [specify name of appointing institution or person]. The place of arbitration shall be [specify]. The language of the arbitration shall be [specify]."

##### Alternative 2: State courts

"Any dispute, controversy or claim arising out of or relating to this contract, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts of (specify place and country) which will have exclusive jurisdiction."

#### 15. Applicable law and guiding principles

15.1 Questions relating to this contract that are not settled by the provisions contained in the contract itself shall be governed by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention of 1980, hereafter referred to as CISG).

Questions not covered by the CISG shall be governed by the UNIDROIT Principles of International Commercial Contracts (hereafter referred to as UNIDROIT Principles), and to the extent that such questions are not covered by the UNIDROIT Principles, by reference to [specify the relevant national law by choosing one of the following options:

The applicable national law of the country where the Seller has his place of business,  
or

The applicable national law of the country where the Buyer has his place of business,  
or

The applicable national law of a third country (specify the country).]

15.2 This contract shall be performed in a spirit of good faith and fair dealing.

#### DATE AND SIGNATURE OF The Parties

	Seller	Buyer
Date	.....	.....
Name	.....	.....

Signature

Signature

# LO NO HACEN QUE HACEN LAS REGLAS INCOTERMS

- Si existe o no un contrato de compraventa
- Especificaciones de las mercaderías vendidas
- Momento, lugar, método o divisa del pago del precio
- Recursos legales disponibles en caso de incumplimiento del contrato de compraventa del contrato
- Consecuencias de las demora y de otros incumplimientos contractuales
- Efecto de las sanciones
- Imposición de aranceles
- Prohibición de exportar o importar
- La fuerza mayor o la excesiva onerosidad
- Derechos de propiedad intelectual
- El sistema, lugar o legislación sobre resolución de controversias en caso de incumplimiento

# LO NO HACEN QUE HACEN LAS REGLAS INCOTERMS

- No se ocupan de la transmisión de la propiedad/título/posesión de la mercadería vendida
- No establecen la ley aplicable al contrato.
- Reglas INCOTERMS 2020 no son en sí mismas contrato de compraventa
- Forman parte del contrato de compraventa



- Indicar correctamente INCOTERMS (versión y modo de transporte)
- INCOTERMS complementados con otros acuerdos
- Utilizar incorrectamente INCOTERMS

Certidumbre

Incertidumbre  
Interpretación  
de un tercero

Acuerdo de voluntad de las partes

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# TIPOS DE INCOTERMS

## Cualquier medio de transporte

1. EXW
2. FCA
3. CPT
4. CIP
5. DAP
6. DPU
7. DDP

## Transporte marítimo y vías navegables

8. FAS
9. FOB
10. CFR
11. CIF

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

**EXW**

**Ex Works**  
(Insert named place of delivery)  
Incoterms® 2020



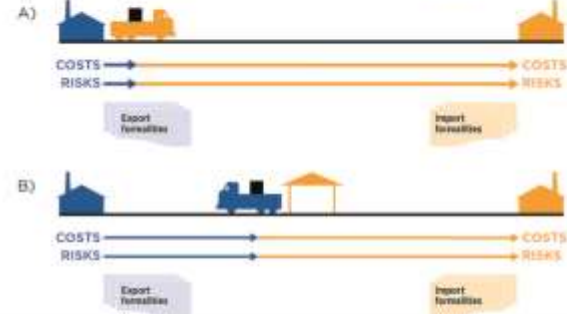
**Seller**

**Buyer**



**FCA**

**Free Carrier**  
(Insert named place of delivery)  
Incoterms® 2020



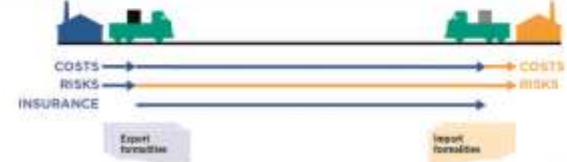
**CPT**

**Carriage Paid To**  
(Insert named place of destination)  
Incoterms® 2020



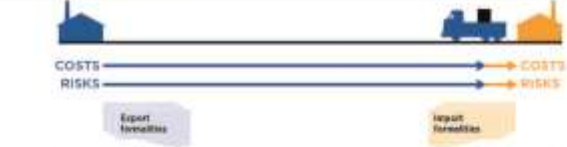
**CIP**

**Carriage and Insurance Paid To**  
(Insert named place of destination)  
Incoterms® 2020



**DAP**

**Delivered at Place**  
(Insert named place of destination)  
Incoterms® 2020



**DPU**

**Delivered at Place Unloaded**  
(Insert named place of destination)  
Incoterms® 2020



**DDP**

**Delivered Duty Paid**  
(Insert named place of destination)  
Incoterms® 2020



## RULES FOR SEA AND INLAND WATERWAY TRANSPORT

### FAS

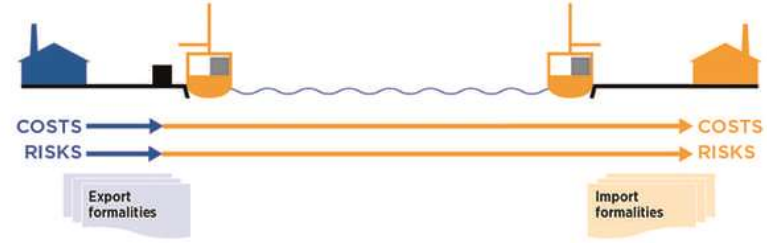
#### Free Alongside Ship

(Insert named port of shipment)  
Incoterms® 2020



Seller

Buyer



### FOB

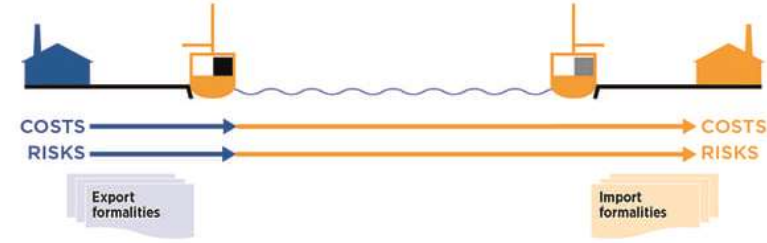
#### Free on Board

(Insert named port of shipment)  
Incoterms® 2020



Seller

Buyer



### CFR

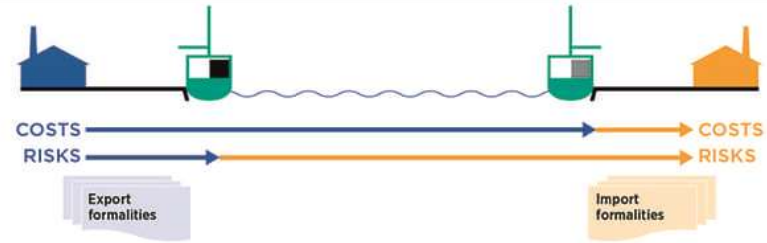
#### Cost and Freight

(Insert named port of destination)  
Incoterms® 2020



Seller

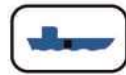
Buyer



### CIF

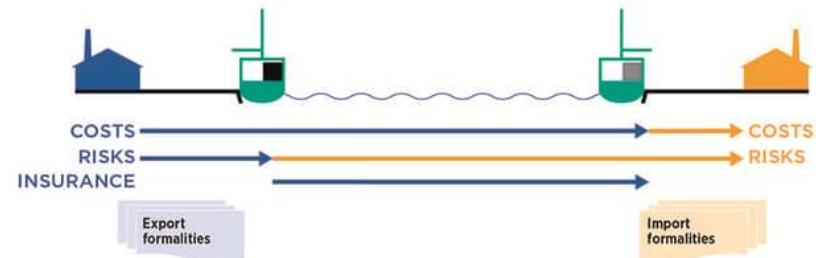
#### Cost, Insurance and Freight

(Insert named port of destination)  
Incoterms® 2020

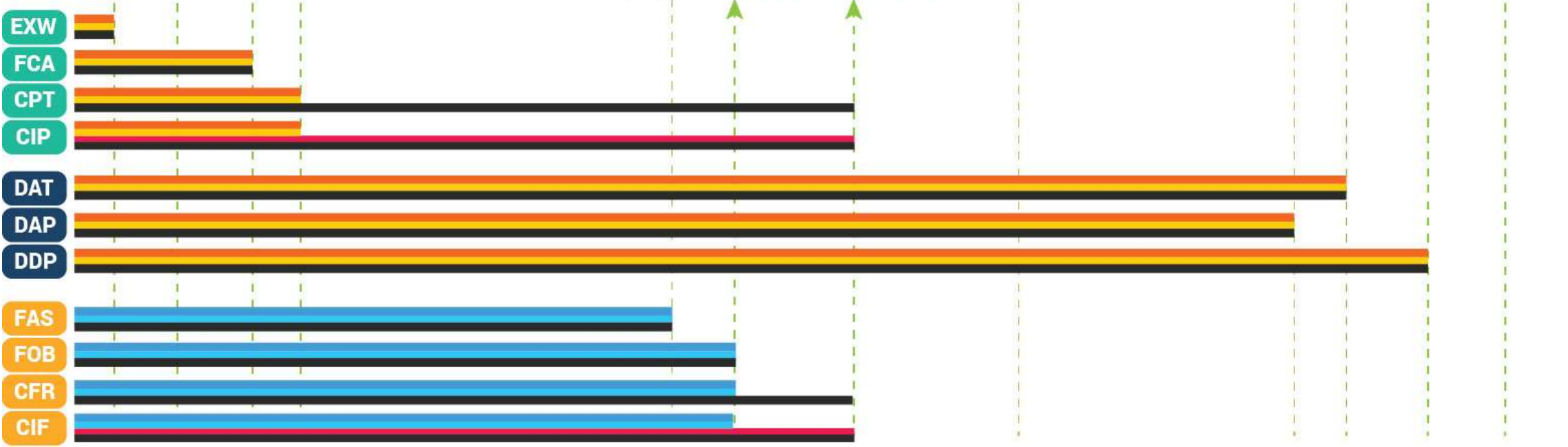


Seller

Buyer







Costos   Seguros   Entrega   Riesgos

**Marítimo**

Entrega   Riesgos   Costos   Seguros

**Todos los Medios**

# ESTRUCTURA INTERNA DE INCOTERMS

- A1/B1 Obligaciones generales
- A2/B2 Entrega/recepción
- A3/B3 Transmisión de riesgos
- A4/B4 Transporte
- A5/B5 Seguro
- A6/B6 Documento de entrega/transporte
- A7/B7 Despacho de exportación/importación
- A8/B8 Comprobación/embalaje/marcado
- A9/B9 Reparto de costos
- A10/B10 Notificaciones



**Punto de entrega  
(lugar o puerto)**

**Punto de destino  
(lugar o puerto)**



**DAP N° 22, 4 Street, Sydney Incoterms© 2020**

“D” el lugar designado es el de “entrega” y también el de “destino”

**Punto de destino**

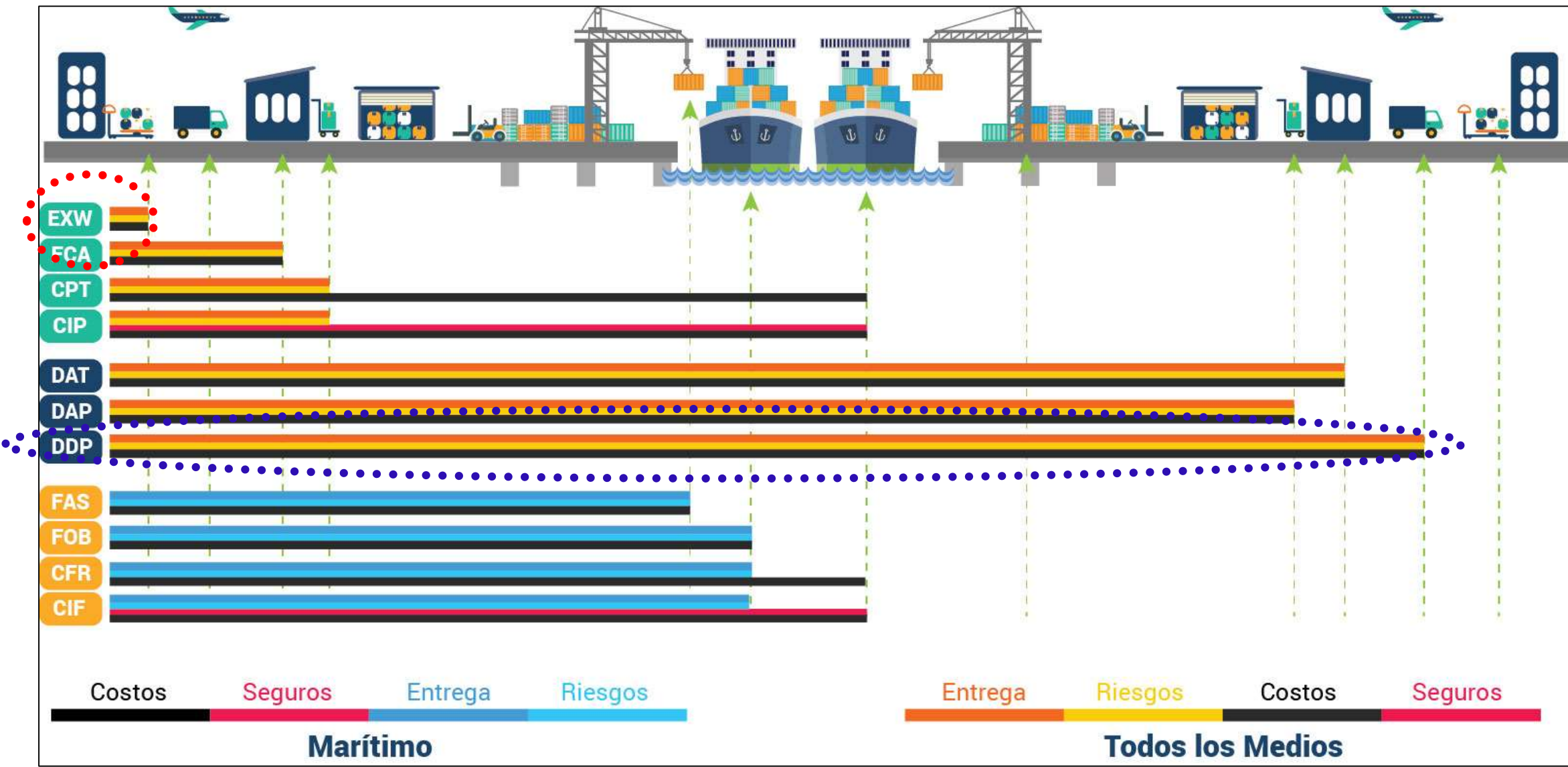
**Punto de entrega**

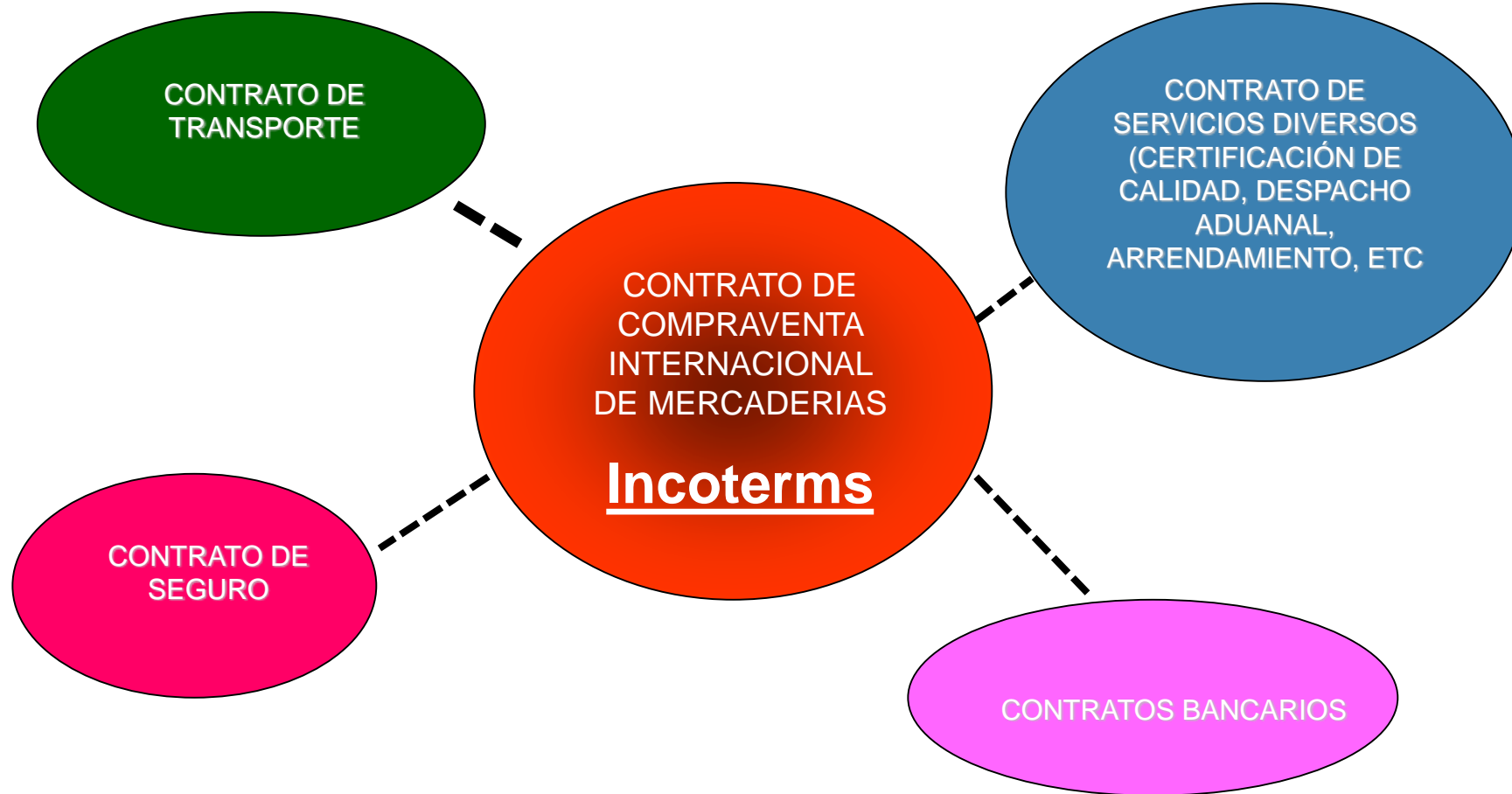
Todos los INCOTERMS, salvo los “C”, el lugar designado es el de “entrega”

**FCA Buenos Aires Incoterms© 2020**

“C” el lugar designado indica el destino dónde el vendedor debe organizar y pagar el transporte de la mercancía, que no es el lugar o puerto de entrega

**CFR Sydney Incoterms© 2020**





# CAMBIOS INCOTERMS 2020 (SISTEMÁTICO)

- Introducción
- Demarcación y conexión entre el contrato de compraventa y sus contratos accesorios
- Notas explicativas por cada Incoterms (Notas de orientación)
- Reordenan los Incoterms para dar más preminencia a entrega y el riesgo

# CAMBIOS INCOTERMS 2020

- Conocimientos de embarque con la mención “a bordo”  
FCA
- Costos: dónde se enumeran
- Diferentes niveles de cobertura de seguro CIF y CIP
- Disposición del transporte medios propios del transporte del vendedor o comprador en FCA, DAP, DPU y DDP
- Inclusión de requisitos seguridad en las obligaciones y costos del transporte
- Notas explicativas



# ENTREGA

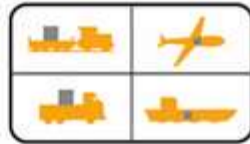
- 7 reglas “F” y “C” (“ventas de embarque”)
- Entrega en el ámbito del vendedor
  - cuando la mercancía se coloca a bordo del buque en el puerto de carga (CFR, CIF y FOB)
  - poniendo la carga en poder del transportista en CPT y CIP
  - cargándola en los medios de transporte proporcionados por el comprador o poniéndola a disposición del transportista del comprador FCA
- El riesgo se transmite en el ámbito que corresponda al vendedor en el transporte principal

# ENTREGA

- Reglas “F” ≠ “C”
- Si el vendedor o comprador quien contrata o dispone del transporte de la mercancía más allá del lugar o puerto de entrega
- “F” es la empresa compradora quien contrata o dispone del transporte de la mercancía más allá del lugar o puerto de entrega
- “C” es la empresa vendedora quien contrata o dispone del transporte de la mercancía más allá del lugar o puerto de entrega (se necesita saber cuál es el destino hasta dónde debe disponer el transporte) DESTINO DESIGNADO ES ≠ LUGAR DE ENTREGA. LA ENTREGA Y EL DESTINO NO SON EL MISMO LUGAR

# EXW

**Ex Works**  
(Insert named place of delivery)  
Incoterms® 2020



**Seller**

**Buyer**



EXW

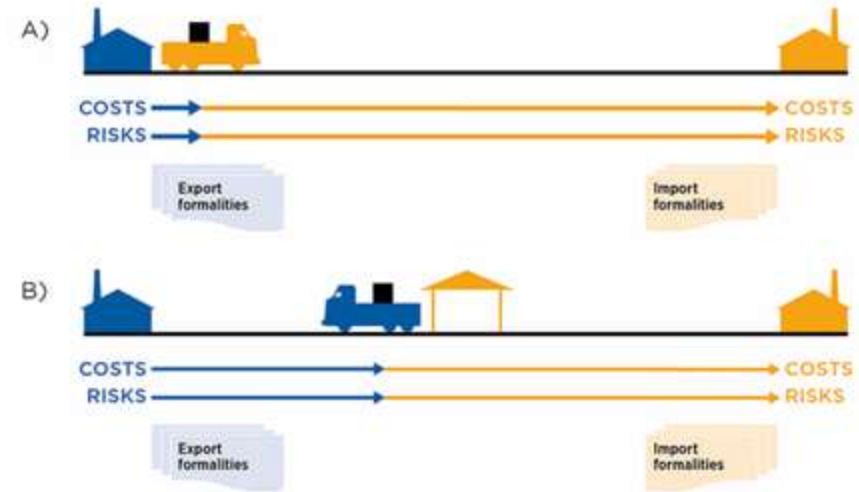
ICC  
EXW 2020

A THE SELLER'S OBLIGATIONS	B THE BUYER'S OBLIGATIONS
<p><b>A1</b></p> <p><b>General obligations</b> The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.</p> <p>Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>	<p><b>B1</b></p> <p><b>General obligations</b> The buyer must pay the price of the goods as provided in the contract of sale.</p> <p>Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>
<p><b>A2</b></p> <p><b>Delivery</b> The seller must deliver the goods by placing them at the disposal of the buyer at the agreed point, if any, at the named place of delivery, not loaded on any collecting vehicle. If no specific point has been agreed within the named place of delivery, and if there are several points available, the seller may select the point that best suits its purpose. The seller must deliver the goods on the agreed date or within the agreed period.</p>	<p><b>B2</b></p> <p><b>Taking delivery</b> The buyer must take delivery of the goods when they have been delivered under A2 and notice given under A10.</p>
<p><b>A3</b></p> <p><b>Transfer of risks</b> The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstance described in B3.</p>	<p><b>B3</b></p> <p><b>Transfer of risks</b> The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.</p> <p>If the buyer fails to give notice in accordance with B10, then the buyer bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery, provided that the goods have been clearly identified as the contract goods.</p>
<p><b>A4</b></p> <p><b>Carriage</b> The seller has no obligation to the buyer to make a contract of carriage.</p> <p>However, the seller must provide the buyer, at the buyer's request, risk and cost, with any information in the possession of the seller, including transport-related security requirements, that the buyer needs for arranging carriage.</p>	<p><b>B4</b></p> <p><b>Carriage</b> It is up to the buyer to contract or arrange at its own cost for the carriage of the goods from the named place of delivery.</p>

# FCA

## Free Carrier

(Insert named place of delivery)  
Incoterms® 2020



FCA

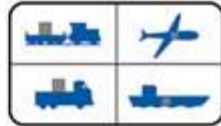


A THE SELLER'S OBLIGATIONS	B THE BUYER'S OBLIGATIONS
<p><b>A1</b></p> <p><b>General obligations</b> The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.</p> <p>Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>	<p><b>B1</b></p> <p><b>General obligations</b> The buyer must pay the price of the goods as provided in the contract of sale.</p> <p>Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>
<p><b>A2</b></p> <p><b>Delivery</b> The seller must deliver the goods to the carrier or another person nominated by the buyer at the named point, if any, at the named place, or procure goods so delivered.</p> <p>The seller must deliver the goods</p> <ol style="list-style-type: none"> <li>1. on the agreed date</li> <li>or</li> <li>2. at the time within the agreed period notified by the buyer under B10(b) or,</li> <li>3. if no such time is notified, then at the end of the agreed period.</li> </ol> <p>Delivery is completed either:</p> <p>a) if the named place is the seller's premises, when the goods have been loaded on the means of transport provided by the buyer;</p> <p>or</p> <p>b) in any other case, when the goods are placed at the disposal of the carrier or another person nominated by the buyer on the seller's means of transport ready for unloading.</p> <p>If no specific point has been notified by the buyer under B10(d) within the named place of delivery, and if there are several points available, the seller may select the point that best suits its purpose.</p>	<p><b>B2</b></p> <p><b>Taking delivery</b> The buyer must take delivery of the goods when they have been delivered under A2.</p>

# CPT

## Carriage Paid To

(Insert named place of destination)  
Incoterms® 2020



CPT

ICC INCOTERMS

A THE SELLER'S OBLIGATIONS	B THE BUYER'S OBLIGATIONS
<p><b>A1</b></p> <p><b>General obligations</b> The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.</p> <p>Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>	<p><b>B1</b></p> <p><b>General obligations</b> The buyer must pay the price of the goods as provided in the contract of sale.</p> <p>Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>
<p><b>A2</b></p> <p><b>Delivery</b> The seller must deliver the goods by handing them over to the carrier contracted in accordance with A4 or by procuring the goods so delivered. In either case the seller must deliver the goods on the agreed date or within the agreed period.</p>	<p><b>B2</b></p> <p><b>Taking delivery</b> The buyer must take delivery of the goods when they have been delivered under A2 and receive them from the carrier at the named place of destination or if agreed, at the point within that place.</p>
<p><b>A3</b></p> <p><b>Transfer of risks</b> The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstance described in B3.</p>	<p><b>B3</b></p> <p><b>Transfer of risks</b> The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.</p> <p>If the buyer fails to give notice in accordance with B10, then the buyer bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery, provided that the goods have been clearly identified as the contract goods.</p>
<p><b>A4</b></p> <p><b>Carriage</b> The seller must contract or procure a contract for the carriage of the goods from the agreed point of delivery, if any, at the place of delivery to the named place of destination or, if agreed, any point at that place. The contract of carriage must be made on usual terms at the seller's cost and provide for carriage by the usual route in a customary manner of the type normally used for carriage of the type of goods sold. If a specific point is not agreed or is not determined by practice, the seller may select the point of delivery and the point at the named place of destination that best suit its purpose.</p>	<p><b>B4</b></p> <p><b>Carriage</b> The buyer has no obligation to the seller to make a contract of carriage.</p>



# CIP

**Carriage and Insurance Paid To**  
(Insert named place of destination)  
Incoterms® 2020



CIP

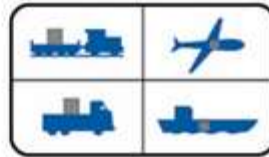
ICC  
TRADE  
TERMS

A THE SELLER'S OBLIGATIONS	B THE BUYER'S OBLIGATIONS
<p><b>A1</b></p> <p><b>General obligations</b> The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.</p> <p>Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>	<p><b>B1</b></p> <p><b>General obligations</b> The buyer must pay the price of the goods as provided in the contract of sale.</p> <p>Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>
<p><b>A2</b></p> <p><b>Delivery</b> The seller must deliver the goods by handing them over to the carrier contracted in accordance with A4 or by procuring the goods so delivered. In either case the seller must deliver the goods on the agreed date or within the agreed period.</p>	<p><b>B2</b></p> <p><b>Taking delivery</b> The buyer must take delivery of the goods when they have been delivered under A2 and receive them from the carrier at the named place of destination or if agreed, at the point within that place.</p>
<p><b>A3</b></p> <p><b>Transfer of risks</b> The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstance described in B3.</p>	<p><b>B3</b></p> <p><b>Transfer of risks</b> The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.</p> <p>If the buyer fails to give notice in accordance with B10, then the buyer bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery, provided that the goods have been clearly identified as the contract goods.</p>
<p><b>A4</b></p> <p><b>Carriage</b> The seller must contract or procure a contract for the carriage of the goods from the agreed point of delivery, if any, at the place of delivery to the named place of destination or, if agreed, any point at that place. The contract of carriage must be made on usual terms at the seller's cost and provide for carriage by the usual route in a customary manner of the type normally used for carriage of the type of goods sold. If a specific point is not agreed or is not determined by practice, the seller may select the point of delivery and the point at the named place of destination that best suit its purpose.</p>	<p><b>B4</b></p> <p><b>Carriage</b> The buyer has no obligation to the seller to make a contract of carriage.</p>

# DAP

## Delivered at Place

(Insert named place of destination)  
Incoterms<sup>®</sup> 2020



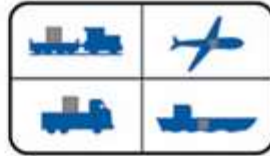
DAP

ICC  
WALLEN

A THE SELLER'S OBLIGATIONS	B THE BUYER'S OBLIGATIONS
<p><b>A1</b></p> <p><b>General obligations</b> The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.</p> <p>Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>	<p><b>B1</b></p> <p><b>General obligations</b> The buyer must pay the price of the goods as provided in the contract of sale.</p> <p>Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>
<p><b>A2</b></p> <p><b>Delivery</b> The seller must deliver the goods by placing them at the disposal of the buyer on the arriving means of transport ready for unloading at the agreed point, if any, at the named place of destination or by procuring the goods so delivered. In either case the seller must deliver the goods on the agreed date or within the agreed period.</p>	<p><b>B2</b></p> <p><b>Taking delivery</b> The buyer must take delivery of the goods when they have been delivered under A2.</p>
<p><b>A3</b></p> <p><b>Transfer of risks</b> The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstances described in B3.</p>	<p><b>B3</b></p> <p><b>Transfer of risks</b> The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.</p> <p>if:</p> <ul style="list-style-type: none"> <li>a) the buyer fails to fulfil its obligations in accordance with B7, then it bears all resulting risks of loss of or damage to the goods; or</li> <li>b) the buyer fails to give notice in accordance with B10, then it bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery,</li> </ul> <p>provided that the goods have been clearly identified as the contract goods.</p>

# DPU

**Delivered at Place Unloaded**  
(Insert named place of destination)  
Incoterms<sup>®</sup> 2020



DPU

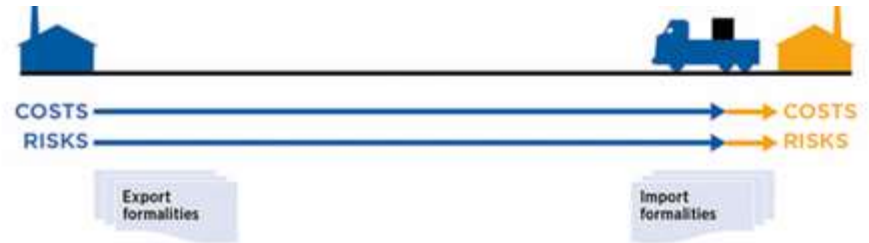
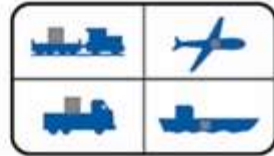


A THE SELLER'S OBLIGATIONS	B THE BUYER'S OBLIGATIONS
<p><b>A1</b></p> <p><b>General obligations</b> The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.</p> <p>Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>	<p><b>B1</b></p> <p><b>General obligations</b> The buyer must pay the price of the goods as provided in the contract of sale.</p> <p>Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>
<p><b>A2</b></p> <p><b>Delivery</b> The seller must unload the goods from the arriving means of transport and must then deliver them by placing them at the disposal of the buyer at the agreed point, if any, at the named place of destination or by procuring the goods so delivered. In either case the seller must deliver the goods on the agreed date or within the agreed period.</p>	<p><b>B2</b></p> <p><b>Taking delivery</b> The buyer must take delivery of the goods when they have been delivered under A2.</p>
<p><b>A3</b></p> <p><b>Transfer of risks</b> The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstances described in B3.</p>	<p><b>B3</b></p> <p><b>Transfer of risks</b> The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.</p> <p>IF:</p> <ul style="list-style-type: none"> <li>a) the buyer fails to fulfil its obligations in accordance with B7, then it bears all resulting risks of loss of or damage to the goods; or</li> <li>b) the buyer fails to give notice in accordance with B10, then it bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery, provided that the goods have been clearly identified as the contract goods.</li> </ul>
<p><b>A4</b></p> <p><b>Carriage</b> The seller must contract or arrange at its own cost for the carriage of the goods to the named place of destination or to the agreed point, if any, at the named place of destination. If a specific point is not</p>	<p><b>B4</b></p> <p><b>Carriage</b> The buyer has no obligation to the seller to make a contract of carriage.</p>

# DDP

## Delivered Duty Paid

(Insert named place of destination)  
Incoterms<sup>®</sup> 2020



DDP

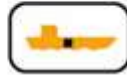


A THE SELLER'S OBLIGATIONS	B THE BUYER'S OBLIGATIONS
<p><b>A1</b> <b>General obligations</b> The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.</p> <p>Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>	<p><b>B1</b> <b>General obligations</b> The buyer must pay the price of the goods as provided in the contract of sale.</p> <p>Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>
<p><b>A2</b> <b>Delivery</b> The seller must deliver the goods by placing them at the disposal of the buyer on the arriving means of transport ready for unloading at the agreed point, if any, at the named place of destination or by procuring the goods so delivered. In either case the seller must deliver the goods on the agreed date or within the agreed period.</p>	<p><b>B2</b> <b>Taking delivery</b> The buyer must take delivery of the goods when they have been delivered under A2.</p>
<p><b>A3</b> <b>Transfer of risks</b> The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstances described in B3.</p>	<p><b>B3</b> <b>Transfer of risks</b> The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.</p> <p>If:</p> <ul style="list-style-type: none"> <li>a) the buyer fails to fulfil its obligations in accordance with B7, then it bears all resulting risks of loss of or damage to the goods; or</li> <li>b) the buyer fails to give notice in accordance with B10, then it bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery,</li> </ul> <p>provided that the goods have been clearly identified as the contract goods.</p>
<p><b>A4</b> <b>Carriage</b> The seller must contract or arrange at its own cost for the carriage of the goods to the named place of destination or to the agreed point, if any, at the named place of destination. If a specific point is not</p>	<p><b>B4</b> <b>Carriage</b> The buyer has no obligation to the seller to make a contract of carriage.</p>



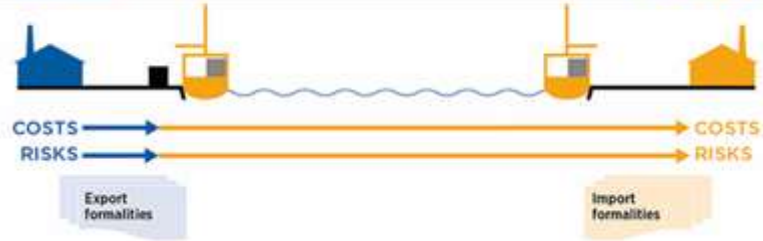
# FAS

**Free Alongside Ship**  
(Insert named port of shipment)  
Incoterms<sup>®</sup> 2020



**Seller**

**Buyer**



FAS

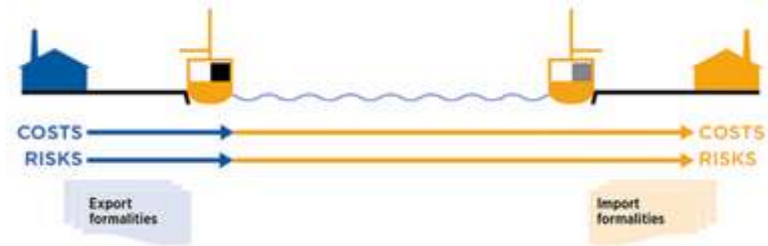


A THE SELLER'S OBLIGATIONS	B THE BUYER'S OBLIGATIONS
<p><b>A1</b></p> <p><b>General obligations</b> The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.</p> <p>Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>	<p><b>B1</b></p> <p><b>General obligations</b> The buyer must pay the price of the goods as provided in the contract of sale.</p> <p>Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>
<p><b>A2</b></p> <p><b>Delivery</b> The seller must deliver the goods either by placing them alongside the vessel nominated by the buyer at the loading point, if any, indicated by the buyer at the named port of shipment or by procuring the goods so delivered.</p> <p>The seller must deliver the goods</p> <ol style="list-style-type: none"> <li>1. on the agreed date or</li> <li>2. at the time within the agreed period notified by the buyer under B10 or,</li> <li>3. if no such time is notified, then at the end of the agreed period and</li> <li>4. in the manner customary at the port.</li> </ol> <p>If no specific loading point has been indicated by the buyer, the seller may select the point within the named port of shipment that best suits its purpose.</p>	<p><b>B2</b></p> <p><b>Taking delivery</b> The buyer must take delivery of the goods when they have been delivered under A2.</p>
<p><b>A3</b></p> <p><b>Transfer of risks</b> The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstances described in B3.</p>	<p><b>B3</b></p> <p><b>Transfer of risks</b> The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.</p> <p>if:</p> <ol style="list-style-type: none"> <li>a) the buyer fails to give notice in accordance with B10; or</li> <li>b) the vessel nominated by the buyer fails to arrive on time to enable the seller to comply with A2, fails to take the goods, or closes for</li> </ol>

# FOB

## Free on Board

(Insert named port of shipment)  
Incoterms<sup>®</sup> 2020



FOB



A THE SELLER'S OBLIGATIONS	B THE BUYER'S OBLIGATIONS
<p><b>A1</b></p> <p><b>General obligations</b> The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.</p> <p>Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>	<p><b>B1</b></p> <p><b>General obligations</b> The buyer must pay the price of the goods as provided in the contract of sale.</p> <p>Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>
<p><b>A2</b></p> <p><b>Delivery</b> The seller must deliver the goods either by placing them on board the vessel nominated by the buyer at the loading point, if any, indicated by the buyer at the named port of shipment or by procuring the goods so delivered.</p> <p>The seller must deliver the goods</p> <ol style="list-style-type: none"> <li>1. on the agreed date or</li> <li>2. at the time within the agreed period notified by the buyer under B10 or,</li> <li>3. if no such time is notified, then at the end of the agreed period and</li> <li>4. in the manner customary at the port.</li> </ol> <p>If no specific loading point has been indicated by the buyer, the seller may select the point within the named port of shipment that best suits its purpose.</p>	<p><b>B2</b></p> <p><b>Taking delivery</b> The buyer must take delivery of the goods when they have been delivered under A2.</p>
<p><b>A3</b></p> <p><b>Transfer of risks</b> The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstances described in B3.</p>	<p><b>B3</b></p> <p><b>Transfer of risks</b> The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.</p> <p>IF:</p> <ol style="list-style-type: none"> <li>a) the buyer fails to give notice in accordance with B10; or</li> <li>b) the vessel nominated by the buyer fails to arrive on time to enable the seller to comply with A2, fails to take the goods, or closes for</li> </ol>

# CFR

## Cost and Freight

(Insert named port of destination)  
Incoterms<sup>®</sup> 2020



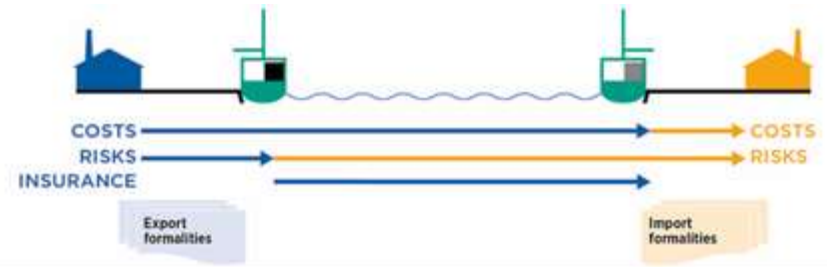
CFR



A THE SELLER'S OBLIGATIONS	B THE BUYER'S OBLIGATIONS
<p><b>A1</b> <b>General obligations</b> The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.</p> <p>Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>	<p><b>B1</b> <b>General obligations</b> The buyer must pay the price of the goods as provided in the contract of sale.</p> <p>Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>
<p><b>A2</b> <b>Delivery</b> The seller must deliver the goods either by placing them on board the vessel or by procuring the goods so delivered. In either case, the seller must deliver the goods on the agreed date or within the agreed period and in the manner customary at the port.</p>	<p><b>B2</b> <b>Taking delivery</b> The buyer must take delivery of the goods when they have been delivered under A2 and receive them from the carrier at the named port of destination.</p>
<p><b>A3</b> <b>Transfer of risks</b> The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstance described in B3.</p>	<p><b>B3</b> <b>Transfer of risks</b> The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.</p> <p>If the buyer fails to give notice in accordance with B10, then it bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for shipment, provided that the goods have been clearly identified as the contract goods.</p>
<p><b>A4</b> <b>Carriage</b> The seller must contract or procure a contract for the carriage of the goods from the agreed point of delivery, if any, at the place of delivery to the named port of destination or, if agreed, any point at that port. The contract of carriage must be made on usual terms at the seller's cost and provide for carriage by the usual route in a vessel of the type normally used for the transport of the type of goods sold.</p> <p>The seller must comply with any transport-related security requirements for transport to the destination.</p>	<p><b>B4</b> <b>Carriage</b> The buyer has no obligation to the seller to make a contract of carriage.</p>

# CIF

**Cost, Insurance and Freight**  
(Insert named port of destination)  
Incoterms<sup>®</sup> 2020



CIF



A THE SELLER'S OBLIGATIONS	B THE BUYER'S OBLIGATIONS
<p><b>A1</b></p> <p><b>General obligations</b> The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.</p> <p>Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>	<p><b>B1</b></p> <p><b>General obligations</b> The buyer must pay the price of the goods as provided in the contract of sale.</p> <p>Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>
<p><b>A2</b></p> <p><b>Delivery</b> The seller must deliver the goods either by placing them on board the vessel or by procuring the goods so delivered. In either case, the seller must deliver the goods on the agreed date or within the agreed period and in the manner customary at the port.</p>	<p><b>B2</b></p> <p><b>Taking delivery</b> The buyer must take delivery of the goods when they have been delivered under A2 and receive them from the carrier at the named port of destination.</p>
<p><b>A3</b></p> <p><b>Transfer of risks</b> The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstance described in B3.</p>	<p><b>B3</b></p> <p><b>Transfer of risks</b> The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.</p> <p>If the buyer fails to give notice in accordance with B10, then it bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for shipment, provided that the goods have been clearly identified as the contract goods.</p>
<p><b>A4</b></p> <p><b>Carriage</b> The seller must contract or procure a contract for the carriage of the goods from the agreed point of delivery, if any, at the place of delivery to the named port of destination or, if agreed, any point at that port. The contract of carriage must be made on usual terms at the seller's cost and provide for carriage by the usual route in a vessel of the type normally used for the transport of the type of goods sold.</p>	<p><b>B4</b></p> <p><b>Carriage</b> The buyer has no obligation to the seller to make a contract of carriage.</p>