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EXW

EX WORKS

(... named place)

"Ex works" means that the seller delivers when he places the goods at the disposal of the buyer at the seller's premises or another named place (i.e. works, factory, warehouse, etc.) not cleared for export and not loaded on any collecting vehicle.

This term thus represents the minimum obligation for the seller, and the buyer has to bear all costs and risks involved in taking the goods from the seller's premises.

However, if the parties wish the seller to be responsible for the loading of the goods on departure and to bear the risks and all the costs of such loading, this should be made clear by adding explicit wording to this effect in the contract of sale¹. This term should not be used when the buyer cannot carry out the export formalities directly or indirectly. In such circumstances, the FCA term should be used, provided the seller agrees that he will load at his cost and risk.

¹ Refer to Introduction paragraph 11.



A THE SELLER'S OBLIGATIONS

A1 Provision of goods in conformity with the contract

The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.

A2 Licences, authorizations and formalities

The seller must render the buyer, at the latter's request, risk and expense, every assistance in obtaining, where applicable², any export licence or other official authorization necessary for the export of the goods.

A3 Contracts of carriage and insurance

a) Contract of carriage

No obligation³.

b) Contract of insurance

No obligation⁴.

A4 Delivery

The seller must place the goods at the disposal of the buyer at the named place of delivery, not loaded on any collecting vehicle, on the date or within the period agreed or, if no such time is agreed, at the usual time for delivery of such goods. If no specific point has been agreed within the named place, and if there are several points available, the seller may select the point at the place of delivery which best suits his purpose.

A5 Transfer of risks

The seller must, subject to the provisions of B5, bear all risks of loss of or damage to the goods until such time as they have been delivered in accordance with A4.

² Refer to Introduction paragraph 14.

³ Refer to Introduction paragraph 10.

⁴ Refer to Introduction paragraph 10.

B THE BUYER'S OBLIGATIONS

B1 Payment of the price

The buyer must pay the price as provided in the contract of sale.

B2 Licences, authorizations and formalities

The buyer must obtain at his own risk and expense any export and import licence or other official authorization and carry out, where applicable⁵, all customs formalities for the export of the goods.

B3 Contracts of carriage and insurance

a) Contract of carriage

No obligation⁶.

b) Contract of insurance

No obligation⁷.

B4 Taking delivery

The buyer must take delivery of the goods when they have been delivered in accordance with A4 and A7/B7.

B5 Transfer of risks

The buyer must bear all risks of loss of or damage to the goods

- from the time they have been delivered in accordance with A4; and
- from the agreed date or the expiry date of any period fixed for taking delivery which arise because he fails to give notice in accordance with B7, provided, however, that the goods have been duly appropriated to the contract, that is to say clearly set aside or otherwise identified as the contract goods.

⁵ Refer to Introduction paragraph 14.

⁶ Refer to Introduction paragraph 10.

⁷ Refer to Introduction paragraph 10.