



**GUANSPED**

Spedizioni  
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Forwardings

## **INCOTERMS**

Incoterms are a universally recognized codification of the International Chamber of Commerce of Paris to establish the conditions of sale of transport.

The terms of surrender are divided into two categories:

- Terms valid for any type of transport
- Terms valid for ocean and inland waterway transportation only

### **TERMS VALID FOR ANY TYPE OF TRANSPORT**

#### **EXW (Ex Works)**

The seller delivers by placing the goods at the disposal of the buyer on his premises or in another agreed place (factory, warehouse, etc.). The seller is not required to load the goods onto the vehicle or clear them for export.

#### **FCA (Free Carrier)**

The seller carries out the delivery by returning the goods to the carrier or to another person designated by the buyer at his premises or in another agreed place. This clause provides that the seller, if required, clears the goods for export but not for import in the country of destination. The buyer has the obligation to clear the goods for import, pay any import duties and complete any customs import formalities.

#### **CPT (Carriage Paid To)**

The seller delivers by handing the goods to the carrier or to another person designated by the same seller at an agreed place, stipulates the transport contract and bears the costs for sending the goods to their destination.

#### **CIP (Carriage Insurance Paid To)**

The seller delivers by handing over the goods to the carrier you or to another person designated by him at an agreed place. This place represents the moment of transfer of the risk to the buyer but it is up to the seller to stipulate the transport contract and bear the costs for sending the goods to their destination. The seller is obliged to provide insurance coverage against the buyer's risk of loss or damage to the goods during transport. According to this clause, the seller is obliged to obtain all risk insurance coverage (which covers all risks) except for those explicitly excluded. However, the parties remain free to agree on a different level of insurance coverage. The seller must clear the goods for export but not for import in the country of destination. The buyer must clear the goods for import, pay any import duties and complete any import customs formalities.

#### **DAP (Delivered At Place)**

The seller delivers by placing the goods at the disposal of the buyer on the arriving means of transport, ready for unloading at the named point, where applicable, at the named place of destination cleared for export. The seller is under no obligation to clear the goods for import, pay any import duties or complete any customs formalities on import. The seller bears all the risks associated with the transport of the goods to the agreed place. If the seller bears costs foreseen in his contract of carriage relating to unloading at the place of destination, he has no right to recover these costs from the buyer (unless otherwise agreed between the parties).

### **DPU (Delivered Place Unloaded)**

The term of several incoterms 2020 replaces the term of the 2010 DAT (Delivered At Terminal), obviously still usable. This substitution has the purpose of clarifying that the place named may not be a terminal but is any place equipped for goods unloading operations. The seller delivers by placing the goods unloaded at the disposal of the buyer at the agreed port or place where such port or place includes any space, covered or uncovered, such as a quay, warehouse, container yard, road, rail or airport terminal. The seller bears all risks associated with the transport and unloading of the goods at the named port or place of destination and clears the goods for export, but not for import in the country of destination. The buyer has the obligation to clear the goods for import, to pay any import duties and to complete any customs import formalities.

### **DDP (Delivered Duty Paid)**

The seller delivers by placing the goods cleared for import 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 the costs and risks associated with the transport of the goods to their destination and has the obligation to clear the goods for both export and import, to pay any export and import duties and to complete all customs formalities. If the seller bears costs foreseen in his contract of carriage relating to unloading at the place of destination, he has no right to recover these costs from the buyer (unless otherwise agreed between the parties). VAT or other similar taxes payable for importation are the responsibility of the seller, unless otherwise explicitly agreed in the sales contract.

## **TERMS VALID FOR SEA TRANSPORT**

### **FAS (Free Alongside Ship)**

The use of this return is limited to cases where the seller can place the goods alongside the ship, at his own cost and risk, whether this operation takes place by positioning it on the quay (pier), or by using a barge used to bring cargo to ship side.

The seller delivers by placing the goods alongside the vessel designated by the buyer at the established port of shipment. The risk passes when the goods are alongside the vessel and the buyer bears all costs thereafter.

The seller clears the goods for export but has no obligation to clear the goods for import, pay any import duties and carry out any customs import formalities.

### **FOB (Free On Board)**

The buyer concludes a shipping contract and the seller must load the goods on this ship or procure the goods already so delivered. The seller has the obligation to deliver the goods, cleared for export, loading them "on board" on the ship in the port of departure at his own cost and risk. Risks pass when the goods are on board the vessel and the buyer bears all costs thereafter.

The seller is under no obligation to clear the goods for import, to pay any import duties or to complete any customs import formalities.

### **CFR (Cost and Freight)**

The seller delivers by placing the goods on board the ship or by procuring the goods already delivered in this way. The buyer assumes all risks from the time of delivery to the place of destination. The seller concludes the contract of carriage and bears the costs of sending the goods to the agreed port of destination. Any export formalities are the responsibility of the seller.

### **CIF (Cost Insurance and Freight)**

As in the "cost and freight" clause, the seller delivers by placing the goods on board the ship or by procuring the goods already so delivered. The buyer assumes all risks from the time of delivery to the place of destination. The seller concludes the contract of carriage and bears the costs of sending the goods to the agreed port of destination. The seller also takes out minimal insurance coverage against the buyer's risk of loss or damage to the goods in transit. If the buyer wants to have broader insurance coverage, he will have to decide with the seller or take out supplementary insurance.