

INCOTERMS® 2010 QUICK REFERENCE CHART

INCOTERMS® 2010

| | Rules for any mode or modes of transport | | | | | | | | | | Rules for sea and inland waterway transport | | | | | | | | | | | | |
|--------------------------------------|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|---|----------|--------------|------------------|------------------------------|-----------------------|--------------------|---------------------|---------------------|---------------|----------------|---------------------------|----------|
| | EXW | FCA | CPT | CIP | DAT | DAP | DDP | FAS | FOB | CFR | CIF | Ex Works | Free Carrier | Carriage Paid To | Carriage & Insurance Paid To | Delivered at Terminal | Delivered at Place | Delivered Duty Paid | Free Alongside Ship | Free on Board | Cost & Freight | Cost, Insurance & Freight | |
| SERVICES | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays | Who Pays |
| Export/Packing | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller |
| Marking & Labeling | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller |
| Block and Brace | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Export Clearance (Licenses, EE/AES) | Buyer | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller |
| Freight Forwarder Documentation Fees | Buyer | Buyer | Seller | Seller | Seller | Seller | Seller | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer |
| Inland Freight to Main Carrier | Buyer | 2 | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller | Seller |
| Origin Terminal Charges | Buyer | Buyer | Seller | Seller | Seller | Seller | Seller | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer |
| Vessel Loading Charges | Buyer | Buyer | Seller | Seller | Seller | Seller | Seller | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer |
| Ocean Freight/Air Freight | Buyer | Buyer | Seller | Seller | Seller | Seller | Seller | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer |
| Nonrate Export Forwarder | Buyer | Buyer | Seller | Seller | Seller | Seller | Seller | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer |
| Marine Insurance | 3 | 3 | 3 | Seller | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | Seller |
| Unloaded Main Carrier Charges | Buyer | Buyer | 4 | 4 | Seller | Seller | Seller | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer |
| Destination Terminal Charges | Buyer | Buyer | 4 | 4 | 4 | Seller | Seller | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer |
| Nonrate On-carrier | Buyer | Buyer | 5 | 5 | 5 | 5 | Seller | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer |
| Security/Information Requirements | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer |
| Customs Broker Clearance Fees | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer |
| Duty, Customs Fees, Taxes | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer |
| Delivery to Buyer Destination | Buyer | Buyer | 5 | 5 | 5 | 5 | Seller | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer |
| Delivering Carrier Unloading | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer | Buyer |

Notes:

- 1 – Incoterms® 2010 do not deal with the parties' obligations for stowage within a container and therefore, where relevant, the parties should deal with this in the sales contract.
- 2 – FCA Seller's Facility – Buyer pays inland freight; other FCA qualifiers. Seller arranges and loads pre-carriage carrier and pays inland freight to the "F" delivery place
- 3 – Incoterms® 2010 does not obligate the buyer nor must the seller to insure the goods, therefore this issue be addressed elsewhere in the sales contract.
- 4 – Charges paid by Buyer or Seller depending on contract of carriage.
- 5 – Charges paid by Seller if through Bill of Lading or door-to-door rate to Buyer's destination

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Ex W - FCA - FOR - FOT - FAS - FOB - FOB Airport - C & F

CIF - CPT - CIP - DES - DEQ - DAF - DDP - DDU

Ex W

"Ex works" means the seller's only responsibility is to make the goods available at the seller's premises, i.e., the works or factory. The seller is not responsible for loading the goods on the vehicle provided by the buyer unless otherwise agreed. The buyer bears the full costs and risk involved in bringing the goods from there to the desired destination. Ex works represents the minimum obligation of the seller.

FCA or Free Carrier

This term has been designed to meet the requirements of multimodal transport, such as container or roll-on, roll-off traffic by trailers and ferries. It is based on the same name principle as F.O.B. (free on board), except the seller fulfills its obligations when the goods are delivered to the custody of the carrier at the named point. If no precise point can be named at the time of the contract of sale, the parties should refer to the place where the carrier should take the goods into its charge. The risk of loss or damage to the goods is transferred from seller to buyer at that time and not at the ship's rail. The term "carrier" means any person by whom or in whose name a contract of carriage by road, rail, air, sea, or a combination of modes has been made. When a seller has been furnished a bill of lading, way bill or carrier's receipt, the seller duly fulfills its obligation by presenting such a document issued by a carrier.

FOR or FOT

"F.O.R." and "F.O.T." mean "free on rail" or "free on truck." Both refer to goods being carried by rail and should only be used when the goods are carried by rail. The risk of loss or damage is transferred when the goods are loaded onto the rail.

FAS

"F.A.S." or "free alongside ship" requires the seller to deliver the goods alongside the ship on the quay. From that point on, the buyer bears all costs and risks of loss and damage to the goods.

Unlike F.O.B., F.A.S. requires the buyer to clear the goods for export and pay the cost of loading the goods.

FOB

Under "F.O.B." or "free on board," the goods are placed on board the ship by the seller at a port of shipment named in the sales agreement. The risk of loss of or damage to the goods is transferred to the buyer when the goods pass the ship's rail (i.e., off the dock and placed on the ship). The seller pays the cost of loading the goods.

FOB Airport

This term is very similar to the ordinary F.O.B. term. The seller fulfills its obligation by delivering the goods to the air carrier at the airport of departure. The risk of loss is transferred from the seller to the buyer at such time.

C & F

"C. & F." or "cost and freight" (also abbreviated CFR) requires the seller to pay the costs and freight necessary to bring the goods to the named destination, but the risk of loss or damage to the goods, as well as any cost increases, are transferred from the seller to the buyer when the goods pass the ship's rail in the port of shipment. Insurance is the buyer's responsibility.

CIF

"C.I.F."— meaning "cost, insurance, and freight"—is C. & F. with the additional requirement that the seller procure transport insurance against the risk of loss or damage to goods. The seller must contract with the insurer and pay the insurance premium. Insurance is generally more important in international shipping than domestic shipping, because U.S. laws generally hold a common carrier to be liable for lost or damaged goods.

CPT or Freight/Carriage Paid To

This term means the seller pays the freight for the carriage of the goods to the named destination. The risk of loss or damage to the goods and any cost increases transfers from the seller to the buyer when the goods have been delivered to the custody of the first carrier, and not at the ship's rail. Accordingly, "freight/carriage paid to" can be used for all modes of

transportation, including container or roll-on roll-off traffic by trailers and ferries. When the seller is required to furnish a bill of lading, way bill, or carrier receipt, the seller duly fulfills its obligation by presenting such a document issued by the person contracted with for carriage to the main destination.

CIP or Freight/Carriage and Insurance Paid To

This term is the same as "freight/carriage paid to" but with the additional requirement that the seller has to procure transport insurance against the risk of loss or damage to the goods during the carriage. The seller contracts with the insurer and pays the insurance premium.

DES Ex Ship

"Ex ship" means the seller shall make the goods available to the buyer on board the ship at the destination named in the sales contract. The seller bears the full cost and risk involved in bringing the goods there. The cost of unloading the goods and any customs duties must be paid by the buyer.

DEQ Ex Quay

"Ex quay" means the seller has agreed to make the goods available to the buyer on the quay or the wharf at the destination named in the sales contract. The seller bears the full cost and risks in delivering the goods to that point including unloading. There are two variations of ex quay contracts: "ex quay duty paid" and "ex quay duty on buyer's account." In the first, the duty is paid by the seller. In the second, the duty also is paid by the seller, but the buyer must reimburse the seller.

DAF or Delivered at Frontier

"Delivered at frontier" means that the seller's obligations are fulfilled when the goods have arrived at the frontier but before the customs border of the country named in the sales contract. The term is primarily used when goods are carried by rail or truck. The seller bears the full cost and risk in delivering the goods up to this point, but the buyer must arrange and pay for the goods to clear customs.

DDP or Delivery/Duty Paid

"Delivery/duty paid" represents the seller's maximum obligation. The term "DDP." is generally followed by words indicating the buyer's premises. It notes that the seller bears all risks and all costs until the goods are delivered. This term can be used irrespective of the mode of transport.

If the parties wish to make clear that the seller is not responsible for certain costs, additional word should be added (for example, "delivered duty paid exclusive of VAT and/or taxes").

DDU or Delivery Duty Unpaid

Delivered duty paid.

Under these terms, the seller fulfills his obligation to deliver when the goods have been available to the buyer uncleared for import at the point or place of the named destination. The seller bears all costs and risks involved in bringing the goods to the point or place of named destination.

There is no obligation for import clearance.