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#### **Incoterms 2020**

Incoterms 2020 are organised into two distinct categories:

#### **Incoterms for any Mode or Modes of Transport:**

- EXW Ex Works
- FCA Free Carrier
- CPT Carriage Paid to ...
- CIP Carriage and Insurance Paid to ...
- DAP Delivered at Place
- DPU Delivered at Place Unloaded (formerly DAT)
- DDP Delivered Duty Paid

#### Incoterms for Sea and Inland Waterway Transport Only:

- FAS Free Alongside Ship
- FOB Free on Board
- CFR Cost and Freight
- CIF Cost, Insurance and Freight

# Ex Works (EXW) - Domestic



Costs – Buyer pays costs and contracts for carriage



**Delivery** – at Sellers premises, no loading or clearance for export

### **Key Points**

- · Minimum risk and responsibility to the Seller
- · Seller should not load, at Buyers risk
- · Seller needs the ability to obtain Proof of Export from the Forwarder
- · Buyer has the risk and responsibility of loading and shipping the goods

Buyer

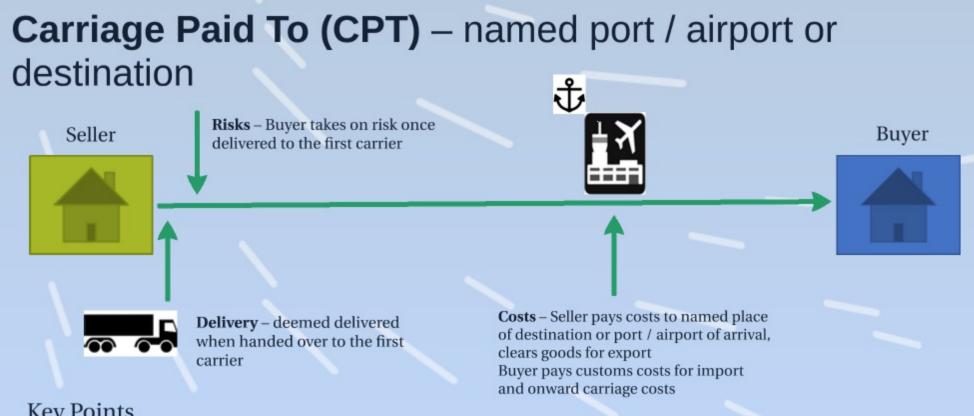
· Buyer is the Exporter of Record

# Free Carrier (FCA) – loaded at Seller's premises

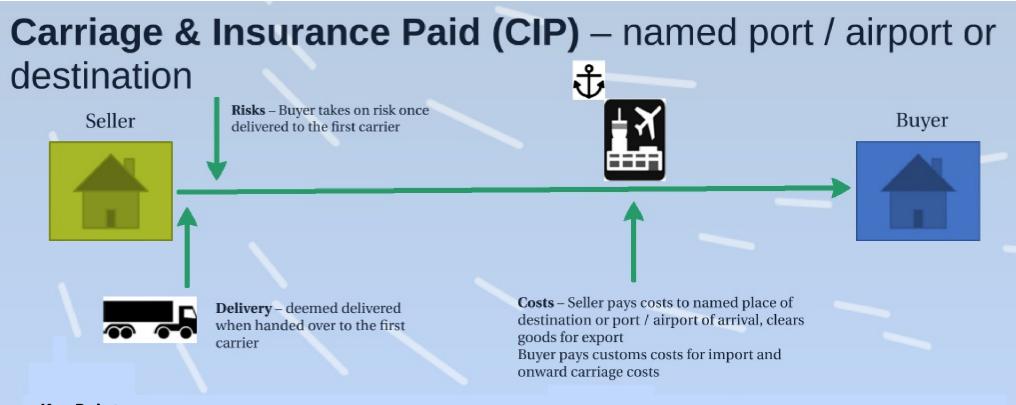
Costs – Seller pays costs for customs formalities Buyer pays costs for shipping and import, duties, taxes etc.



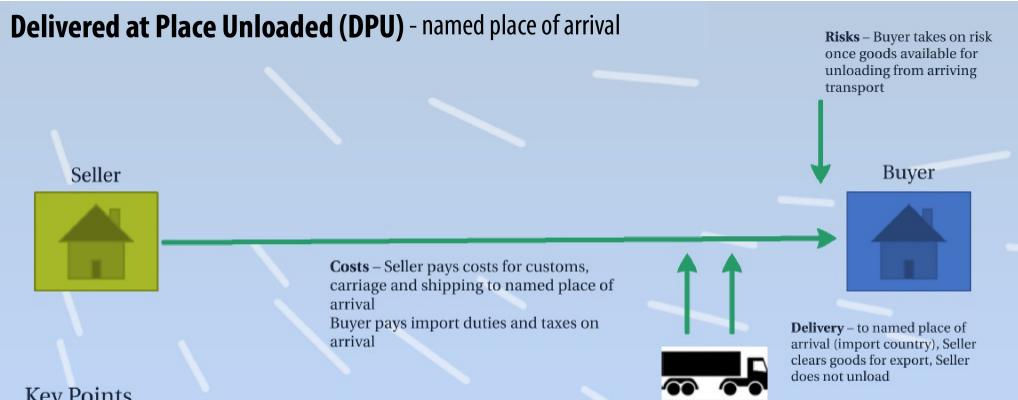
- · Seller needs the ability to obtain Proof of Export from the Forwarder
- · Buyer has the risk and responsibility shipping the goods
- Seller has the risk of loading the goods at Seller's premises
- · Seller responsible for the export licence, if appropriate



- · The Buyer contracts for collection from the agreed point
- · Seller needs the ability to obtain Proof of Export from the Forwarder
- · Buyer has the risk and responsibility shipping the goods
- · Seller has the risk of loading the goods at Seller's premises
- · Seller responsible for the export licence, if appropriate



- Risk and cost pass at 2 different points, this should be identified in the contract
- Seller has control of paperwork, can gain copy export entry and proof of export
- Seller has minimal risks paying only costs to the named place of arrival
- Buyer takes on the risk early in the delivery process
- Seller provides contract insurance cover under the extensive Institute Cargo Clause A rather than the more limited Clause C



- · Seller has control of paperwork, can gain copy export entry and proof of export
- The Seller bears all risks and responsibility of loading and shipping the goods to a named place of arrival
- Buyer has responsibility for duties and local taxes, any delay for off loading can impact the Seller i.e. additional charges that can be recharged to the Buyer
- · Buyer has responsibility for unloading, import costs and any further onward carriage
- Consider Insurance



- · Seller has control of paperwork, can gain copy export entry and proof of export
- · The Seller bears all risks and responsibility of loading and shipping the goods to a named place of arrival
- · Seller pays all costs including carriage, customs and duties
- · Buyer has no risk other than to unload at destination and pay any applicable import taxes
- · Consider Insurance

# Free Alongside Ship (FAS)

Risks – Buyer takes on risk once delivered to agreed point and available for loading onto a vehicle



Costs – Seller pays costs for customs clearances and transportation to vessel Buyer pays costs for transferring cargo.

### **Key Points**

- · Seller has minimum risk
- · Seller needs the ability to obtain Proof of Export from the Forwarder

Buyer

- Buyer has the risk and responsibility of loading, unloading and shipping the goods
- · Seller responsible for the export licence, if appropriate





Costs – Seller pays costs for customs clearance Buyer pays costs for shipping, import duties, taxes etc. and offloading from vessel plus onward carriage costs

#### **Key Points**

- · Seller has minimum risk
- Seller needs the ability to obtain Proof of Export from the Forwarder
- Buyer has the risk and responsibility of unloading and shipping the goods

Buyer

- Seller responsible for the export licence, if appropriate
- · Inappropriately used for goods in containers (use FCA)





- · Risk and cost pass at 2 different points, this should be identified in the contract
- · Seller has control of paperwork, can gain copy export entry and proof of export
- · Seller has minimal risks paying only costs to the to the named place of arrival
- · Buyer takes on the risk early in the delivery process





- Risk and cost pass at 2 different points, this should be identified in the contract
- Seller has control of paperwork, can gain copy export entry and proof of export
- Seller has minimum risks paying only costs to the named place of arrival
- Buyer takes on the risk early in the delivery process
- Seller provides contract insurance with minimum coverage, complying with Institute Cargo Clause C