

《INCOTERMS 1953》三个补充的价格术语

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价格术语是构成国际贸易单价的一个组成部份，它是用一个简短的概念或外文缩写（例如 **Free on Board**，或缩写为 **F.O.B.**）来说明在一定的价格金额基础上买卖双方的责任划分。国际贸易较国内贸易复杂，一般来说，买卖双方相距路途遥远，货物自卖方所在地运交买方，往往要经过长途运输、多次装卸和存储，这就需要办理洽租运输工具、装货、卸货、货运保险、申领进、出口许可证和报关纳税等手续；并须支付运费、装卸费、保险费、仓储费以及各种捐税和杂项费用；同时，还须承担货物在运输过程中可能遭受各种损失的风险。为此，买卖双方在洽商价格时，一定要明确这一价格中双方的责任划分；具体来说，即货物自卖方交付给买方过程中各种手续由谁办理、各种费用由谁支付、各种风险由谁承担。因之，国际贸易的一个单价除规定使用何国货币和单位价格金额外，还要标明国际贸易中惯用的以说明买卖双方责任划分的一种价格术语（或称价格条件）。

早在十九世纪，国际贸易中已有价格术语的使用。经过长时期的实践，逐渐形成了一系列通用的价格术语。使用价格术语，可以简化交易洽商的内容、缩短成交的过程和节省业务费用。

国际上对各种价格术语并无统一的解释。这是由于不同国家的法律、法令对这一方面的规定未必相同，一些历史悠久的国外主要港口也各有若干涉及买卖双方责任划分的传统规定，从而引起价格术语的不同解释。还有，一些主要商品行业对价格术语也有固定的解释规定。针对这些解释不统一的情况，国际上有些学术或商业团体曾试图对一些价格术语作出统一解释，供从事国际贸易者参考使用。如国际商会早在1936年制定，其后在1953年修定的《一九五三年国际贸易条件解释通则》（**International Rules for the Interpretation of Trade Terms**），简称《**INCOTERMS 1953**》，它对九种价格术语（即 **Ex Works**、**FOR-FOT**、**FAS**、**FOB**、**C&F**、**CIF**、**Freight or Carriage paid to ...**、**Ex Ship**、**Ex Quay**）作了解释。又如国际法协会在1928年制定，其后又于1931年、1932年进行修订，定名为《一九三二年华沙—牛津规则》（**Warsaw-Oxford Rules 1932**），这一规则详细说明了 **CIF** 价格术语的买卖双方责任划分。再如美国九个商业团体在1919年制定了《美国出口报价及其缩写条例》，在1941年召开的美国第二十七届全国对外贸易会议上曾对上述内容作了修订，改称《一九四一年美国对外贸易定义修正本》（**Revised Foreign Trade Definitions 1941**），它对六种价格术语（即：**Ex Point of Origin**、**FOB**、**FAS**、**C&F**、**CIF**、**Ex Dock**）作了解释。上述诸解释在国际贸易中均各有一定影响。它们虽不是各国共同立法，也不具有任何法律上的约束力，但由于它已形成国际贸易惯例，在资本主义国家贸易中，常为买卖双方所引用或据以作为处理业务争议的依据。为此，我们对之应有所了解，在对外进行贸易时，在对我有利的前提下，可适当引用；对买卖双方责任某些解释不一致、可能引起纠纷异议的，要在交易洽商中预为防范，尽可能明确规定，避免日后扯皮，使我被动。

国际商会的《INCOTERMS 1953》为国际贸易界所熟知,在国际贸易中影响较大。随着国际贸易的发展,国际商会在《INCOTERMS 1953》的基础上,又对三个补充的价格术语作了解释。这三个价格术语是:“边境交货价”(Delivered at Frontier)、“完税后交货价”(Delivered duty paid)、“启运机场交货价”(FOB Airport)。前两个术语称为“一九六七年增订本”(Supplement 1967),后一个术语称为“一九七六年增订本”(Supplement 1976)。

“边境交货价”术语,国际商会原拟应用于铁路和公路运输方式上,但也可用于海运和空运方式上,只是在国际贸易实际业务中较为少见。这一术语有时在欧洲大陆国家间的贸易被引用。“完税后交货价”是卖方所负责任最大的一种价格术语,因为卖方要承担风险和费用到指定目的地的买方地址为止。以上两种价格术语,尽管在我国进出口业务中从未使用,但由于它们是国际贸易表明价格的一种方法,国外报刊上也有这类价格行情报导,我们作为外贸工作者应对之有所了解,当有助于就我货与国外同类产品价格进行对比分析。至于“启运机场交货价”术语,随着空运事业的发展,在国际贸易中使用较多。我国对外贸易近年来空运也有所增加。为此,我们特将国际商会制定的《INCOTERMS 1953》三个补充的价格术语全文译载如下,供研究参考。由于水平有限,译文内容可能有遗漏或错误之处,希指正。

“边境交货价”(边境的指定交货地点)和“完税后交货价”(进口国目的地的指定地点),这两个术语的定义最早采用于1967年,原系以单独的小册子形式分别印行的,1974年始并入Incoterms之内。为了技术上的原因,这两个术语与1953年所采用的各种术语区分开来,并单独订明原则和定义。

一般原则和定义

a)如同国际商会制定贸易条件(译者按:即价格术语)定义时所遵循的原则一样,这些“通则”(译者按:以下所用“通则”一词均指国际商会制定的“国际贸易条件解释通则”,即Incoterms)的目的在于尽可能使买卖双方的责任和义务明晰而准确。

对于某些难于给以绝对确切的规定的问題,则认为可沿用类似的一般商业或特殊行业的惯例。

为了避免发生误会和争议,建议买卖双方在磋商交易订定合同时熟记这些一般的和特殊的惯例。

b)买卖双方可采用本“通则”作为合同的基础,但为了适应特定交易或当时情况的要求,或为当事人提供一些方便,也可以对本“通则”作些特殊更动或有所增减。

如买卖双方在合同中所订的特别条款与本“通则”的内容有不一致或相违背时,应不受本“通则”规定的限制。

c)国内贸易通常使用的一些缩写语,在国际贸易中可能不易理解。为了使含义明晰,应避免使用此类缩写语。

d) 贸易商在合同中应用这些“通则”时，应明确理解这些“通则”仅涉及买卖双方之间的关系。

e) 除售货合同中另有明确的不同规定外，本“通则”中所指由卖方提供给买方的任何运输凭证都必须是清洁的。〔注一〕

f) 除售货合同中另有明确的不同规定外，根据本“通则”，卖方无责任为买方的权益取得保险单。

然而，在某些情况下，例如涉及本“通则”内“边境交货价”的A.5款内容时，买卖双方应共同考虑，货物自启运国的起运地点至买方所选择的最终目的地之间其保险事宜之责任应由买方抑或卖方承担。

g) 除本“通则”另有不同规定外，兹确定下列用词的含义如下：

“启运国”(Country of dispatch)是指卖方必须从这个国家，不论使用运输行业或卖方自有的运输工具，根据实际情况，把货物运至边境的指定交货地点或进口国的指定交货地点。

“费用”(Expenses)是指当事人为履行其责任，根据本“通则”应承担和支付的任何费用。

〔注一〕关于银行业务中“清洁货运凭证”的定义，请参考“商业跟单信用证统一惯例”(国际商会290号小册)第16款。关于买卖双方在签订合同中，承运中在运输凭证上有关品质、数量等批注，买卖双方是否可予接受等问题，请参阅283号小册“清洁提单问题”。

边境交货价（边境的指定交货地点）

Delivered at frontier

(named place of delivery at frontier) (注)

（注：为了避免产生误解，买卖双方根据本贸易条件签订合同时，对“边境”必须加以说明，即指明毗邻两国的国名和指定交货地点的名称，例如：“在法国意大利边境蒙达纳交货”。）

A. 卖方责任：

1. 供应售货合同所规定的货物。如合同有规定，尚须提供货物符合合同要求的凭证。

2. 自负风险和费用：

a) 在售货合同规定的日期或期限内，在边境的指定交货地点将货物置于买方控制下，同时向买方提供通常的运输凭证、栈单、码头仓单、提货单或其他类似凭证，通过背书或其他方式，以使货物在边境交付给买方或其指定人。此外，尚须提供出口许可证以及在下述B.1、B.2两款所指的情况下，买方在该时该地受领货物后，货物的任何移动所必需的有关证件。

上述交付给买方的货物必须已经清楚地分开或能认清为本合同订定者为限。

b) 办理为上述目的所需要的各项手续，并为履行其责任，在按照A.2a款规定将货物交付给买方以前，支付启运国或其他地方征收的海关费用、商品流通税、货物税、统计税等。

3. 承担货物的一切风险，直至业已履行A.2a款所规定的各项义务时为止。

4.除提供A.2a款所列的凭证外,卖方还须自负风险及费用,取得在边境指定交货地点出口报关所需要的外汇管制许可或其他类似的官方文件,以及为了根据本“通则”的规定,把货物置于买方控制之下,而须经一个或几个第三国转运所需的其他证件。

5.自负风险及费用,按通常条件订立将货物运至边境指定地点的运载契约(如情况需要,则包括经一个或几个第三国转运),承担并支付至该地点的运费及其他运输费用;除A.6、A.7款的规定外,承担将货物在该地点置于买方控制前的任何运送费用。

除A.6、A.7款所规定者外,卖方在根据本“通则”履行其他全部责任的前提下,可自负风险及费用,使用其自有的运输工具。

关于边境指定交货地的特定交货场所(车站、码头、仓库或其他),如在售货合同中、海关或其他有关主管局的规章中,或运输行业的规则中均未予以规定,则卖方可任选其中对其最便利的一处,只要该处能提供报关和其他可能需要的适当的方便,以利于有关各方根据本“通则”履行其各自的责任(注一)。卖方应将所选择的交货场所通知买方(注二)。因此,这个场所应被认为是本“通则”所规定的作为卖方将货物置于买方控制下的指定交货地的交货点,货物的风险也在此转移。

6.在卖方承担的责任、风险和费用不超过本“通则”所规定范围的前提下,卖方可根据买方的要求,并由买方承担风险,提供给买方通常在启运国可取得的,包括惯用条款的从启运国的起运地至买方指定的进口国最终目的地的联运运输凭证。

7.如货物到达边境的指定交货地点,按惯例必须或有需要将货卸下或起岸时,卖方应承担其费用(包括驳船费用和其他营运费用)。

如卖方选用其自有的运输工具将货物运至指定的交货地点,则应负担前段所述费用。

8.自费通知买方货已发往边境的指定交货地点。此项通知应及时办理,使买方得以采取正常必要的措施,以准备受领货物。(注三)

9.自费供应运载该合同规定货物至指定交货地点所需要的习惯包装。但根据特定行业习惯运送货物不需包装者不在此限。

10.承担并支付因运载货物至边境指定交货地,并将货物置于买方控制之下,而可能需要的检验费用,例如丈量、过磅、点数或品质分析。

11.为了履行将货物在边境指定交货地置于买方控制下的责任,卖方应支付除前款规定以外的任何其他费用。

12.除前已述及的凭证外,根据买方请求并由其负担风险和费用,卖方可给予合理的协助,以取得启运国及(或)产地国的证明文件,此等证明文件系买方根据B.2和B.6两款的规定而需要的。

[注一]如在边境指定交货地设有两个国家的海关办事处,建议买卖双方须明确规定其中的一个或规定听从卖方选择。

[注二]见A.8款的注解。

[注三]卖方给予买方通知可用航空邮件寄送至售货合同中写明的买方营业地址。但如货

物系经航空运输，或启运国的发货地与边境交货地之间的距离很近，或买卖双方的营业地址相距很远，因而该项通知通过邮递可能造成延误，在此情况下，卖方则应通过电报或电传（即用户电报）通知买方。

B. 买方责任：

1. 当卖方在边境的指定交货地将货物置于买方控制之下时，买方应立即予以受领，并负责其后的一切移动事宜。

2. 买方应在边境的指定交货地，或其他地点，自费办理海关及其他手续，支付当时应缴纳的税款或由于货物需进入邻国以及当货物被置于买方控制之后发生的任何移动而应付的税款。

3. 当货物抵达边境指定交货地时，买方应承担并支付按照 A.7 款规定不属于卖方支付的卸货或起岸费用。

4. 自货物在边境指定交货地被置于买方控制之时起，买方应承担货物的一切风险并支付包括关税在内的任何费用。

5. 如货物被置于买方控制之下而未能立即受领，买方应承担货物的一切风险并支付由于未及时受领货物而发生的由卖方或买方付出的任何额外费用，但必须以该项货物已清楚地分开或可被认清系属于本合同的货物为限。

6. 为了在边境指定交货地受领货物后的继续运送，买方应自负风险及费用以领取进口国或其他地方签发的进口许可证、外汇管制证明或其他证明文件。

7. 买方应付给卖方按照 A.6 款的规定，因取得联运运输凭证而支出的额外费用。

8. 根据卖方的要求，由买方自负费用，将进口许可证、外汇管制证明及其他证明文件，或这些文件的证实副本，移给卖方使用，但其使用目的仅以按照 A.6 款所规定的取得联运运输凭证为限。

9. 如卖方按 A.4、A.6 两款规定申请许可证及其他凭证而需要有关货物在进口国的最后目的地地址时，买方应予提供。

10. 买方应承担并付予卖方为提供有权威的第三方所出具的货物符合合同规定的凭证而支出的费用。

11. 买方应承担并付予卖方为尽力协助买方按 A.12 款规定取得证明文件而支出的费用。

完税后交货价（进口国目的地的指定地点）

Delivered : : : : :

(named place of destination in the country of importation) duty paid

A. 卖方责任：

1. 供应售货合同所规定的货物。如合同有规定，尚须提供货物符合合同要求的凭证。

2. 自负风险和费用:

a) 在售货合同规定的日期或期限内, 在进口国目的地的指定地点将货物完税后置于买方控制下; 同时提供给买方通常的运输凭证、栈单、码头仓单、提货单等, 通过背书或其他方式以使货物在进口国目的地的指定地点交付给买方或其指定人; 同时为使买方可按 B.1 款的规定受领货物, 卖方应根据当时当地确实需要, 提供其他证明文件。

上述交付给买方的货物必须是已清楚地分开或能被认清系属于本合同的货物为限。

b) 负责提供进口许可证并负担进口税或捐税, 包括结关费用以及为使卖方能在货物完税后置于买方控制之下, 而必须在货物进口时和目的地的指定地点支付的其他捐税和费用。

c) 办理为完成上述诸目的所需的各项手续。

3. 卖方在履行 A.2a 款所规定的义务之前, 承担货物的一切风险。

4. 为了能使货物从启运国出口, 必要时经由一个或一个以上的第三国, 运往指定目的地的国家, 并在该地将货物置于买方的控制之下, 除提供 A.2a 款所指明的凭证外, 卖方应自负风险和费用, 取得出口许可证, 外汇管制证件、领事发票以及有关管理机构签发的其他凭证。

5. 自负风险和费用, 按通常条件订立将货物自启运国运至目的地的指定地点的运载契约。承担并支付货物运至该地的运费或其他运输费用; 除 A.6 款的规定外, 承担在目的地的指定地点将货物交付买方之前, 因货物的移动而发生的任何其他费用。

卖方在根据本“通则”履行其他全部责任的前提下, 可自负风险及费用, 使用其自有的运输工具。

关于进口国目的地的指定地点特定交货点(车站、码头、仓库或其他), 如在售货合同中、海关或其他有关主管当局的规章中, 或运输行业的规则中均未予规定, 则卖方可任选其中对其最便利的一处, 只要该处能提供报关和其他可能需要的适当的方便, 以利于各有关方面根据本“通则”履行其各自的责任。卖方应将所选择的交货场所通知买方(注一), 因此, 这个场所应被认为是本“通则”所规定的作为卖方在目的地指定地点将货物置于买方控制下的交货点, 货物的风险也在此转移。

6. 如货物到达目的地的指定地点, 按惯例必须或有需要将货卸下或起岸, 以便在该处完税后置于买方控制之下, 卖方应承担并支付其费用, 包括驳船费, 码头、仓库的上下力及其他营运费用等。

7. 自行承担费用, 通知买方货物已交由办理货运至目的地的指定地点的第一承运人掌管, 或货已由卖方自有的运输工具发往目的地。此项通知应及时办理, 使买方得以采取正常必要的措施, 以准备受领货物。(注二)

8. 自费供应运载该合同规定货物至目的地的指定地点所需要的习惯包装。但根据特定行业习惯运送货物不需包装者不在此限。

9. 承担并支付因运载货物至目的地的指定地点, 并将货物置于买方控制之下, 而可能需要的检验费用, 例如丈量、过磅、点数或品质分析。

10. 为了按照本“通则”的规定, 履行将货物在目的地的指定地点置于买方控制之下的责任, 卖方尚应承担和支付除 A.1 到 A.9 各款以外的其他任何费用。

[注一]见A.7款注解。

[注二]卖方给予买方的通知可用航空邮件寄送至售货合同中写明的买方营业地址。但如果货物系经航空运输，或启运国的发货地与目的地的指定地点之间的距离很近，或买卖双方的营业地址相距很远，因而该项通知通过邮递可能造成延误，在此情况下，卖方则应通过电报或电传（即用户电报）通知买方。

B. 买方责任：

1. 当卖方在目的地的指定地点将货物置于买方控制时，买方应立即予以受领，并负责其后的一切移动事宜。

2. 当货物抵达目的地的指定地点时，买方应承担并支付按照A.6款规定不属于卖方支付的卸货或起岸费用。

3. 自货物按A.2a款在目的地的指定地点被置于买方的控制之时起，买方应承担货物的一切风险和费用。

4. 如货物被置于买方控制之下，而未能立即受领，买方应承担货物的一切风险并支付由于未及时受领货物而发生的不论由卖方或买方付出的任何额外费用，但必须以该项货物已清楚地分开或可被认清系属于本合同的货物为限。

5. 如卖方为申请A.2b款规定的凭证而需要有关货物在进口国的最后目的地地址时，买方应予以提供。

6. 买方应承担并付予卖方为提供有权威的第三方所出具的货物符合合同规定的凭证而支出的费用。

7. 应卖方的要求，并在卖方自负风险和费用的情况下，买方应取得根据本“通则”将货物置于买方控制而需要的进口国签发的证明文件。

启运机场交货价（指定的启运机场）

FOB Airport

(named airport of departure)

下述有关航空运输中FOB条件的交货规则是经过审慎地草拟，以反映经常见到的贸易上的做法。必须注意的是，FOB的确切含义是装运港船上交货价（Free on Board），而联系到航空运输，就不能从字面上去解释；而FOB后面的那个字（即启运机场）却是标明卖方责任终止的场所。

A. 卖方责任：

1. 供应售货合同规定的货物。如合同有规定，尚须提供货物符合合同要求的凭证。

2. 将货物置于买方指定的空运承运人（或其代理人或买方的其他指定人）的控制下。如买方未指定，则将货物提交卖方选定的空运承运人或其代理人。在双方同意的交货日期或

期限内，在指定的启运机场，卖方按该航空站惯常办法履行交货，或于买方在合同上指定的其他地点履行交货。

3.除非买卖双方中的一方有相反的及时的通知给另一方，在买方负担费用的前提下，卖方订立运载契约时应根据买方的指示（见B.1款），按通常条件和使用通常运载该类货物的航线和飞机型号办理货运至买方指定的目的地机场。如买方未指定上述机场，则可运至其他最近的机场，以便于将货就近运达买方营业地点。

4.自负风险及费用以取得由于输出该货所需的出口许可证或其他官方证件。

5.除下述 B.6、B.7 款所规定的情况外，支付因出口所需的捐税和费用。

6.除下述 B.6、B.7 款所规定的情况外，按照 A.2 款承担有关货物的其他一切费用支出，直至完成交货为止。

7.除下述 B.6、B.7 款所规定的情况外，按照 A.2 款承担货物的一切风险直至完成交货为止。

8.自费供给能保护货物的适于空运的包装，但如行业习惯对该项货物运送不需包装者不在此限。

9.支付因交货而需要支出的检验费用（如为核对货物品质、丈量、过磅或点数所需费用）。

10.自费并及时地用电讯方式通知买方货物业已交付。

11.如发生下述 B.6、B.7、的情况时，应立即用电讯方式通知买方。

12.向买方提供正规格式的商业发票，以符合进口地当局的现行规定；并在买方负担费用的条件下，根据其请求提供产地证。

13.根据买方请求并由其承担风险和费用，给予一切协助以取得前述 A.12 款所指明的以外的由装运国或产地国签发的证明文件，这些证明文件是买方为进口该批货物（或经由第三国转运）所必需的。

14.根据买方请求并由其承担风险和费用，除下述 B.9 款的情况外，给予一切协助向空运承运人或其代理人提出关于货运方面的索赔。

B. 买方责任：

1.及时将目的地机场通知卖方；如需要的话，应将有关从启运机场运载货物的指示通知卖方。

2.如卖方不订立运载契约，则买方必须自费办理自启运机场运载事宜，并将上述安排情况及时告知卖方，说明空运承运人（或其代理人）名称或告知卖方应将货物交付某指定人的控制之下。

3.当货物已按照前述 A.2 款办理交货之时起，负担货物的一切费用。但前述 A.5 款所规定者除外。

4.按合同规定的发票价付款，并同时支付已由卖方付出或已用卖方名义支付的空运费。

5.当货物已按照前述 A.2 款交货完毕之时起承担货物的一切风险。

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International rules for the interpretation of trade terms

Delivered at frontier...

(named place of delivery at frontier)

Delivered...

(named place of destination in the country of importation) duty paid

Definitions of these two terms were first adopted in 1967. They were originally printed separately as Brochure "dp": in 1974 the opportunity was taken to incorporate them into the same publication as "Incoterms". For technical reasons the two terms are given separately from the terms adopted in 1953 and with a special set of general principles and definitions.

General principles and definitions

- a) In accordance with the principle which has always guided the International Chamber of Commerce in matters relating to the definition of trade terms, these Rules aim at defining the duties and liabilities of the seller and the buyer as clearly and precisely as possible.

On some points, it has been found impossible to give an absolutely definite ruling. In that case, the Rules have left the matter to be decided by such general customs of merchants or of the particular trade as may be applicable. In order to avoid misunderstandings and disputes, the seller and the buyer would be well advised to keep such general and particular customs in mind when negotiating their contract.

- b) The parties may adopt these Rules as the general basis of their contract, but may also specify particular variations of them or additions to them, such as may be suited to the particular trade or the circumstances of the time or the individual convenience of the parties.

Special provisions in the individual contract between the seller and the buyer will override anything inconsistent therewith or contrary thereto provided in these Rules.

- c) Some abbreviations in common use in domestic trade may not be readily understood in international trade. It is recommended that for the sake of clarify the use of such domestic abbreviations should be avoided.
- d) Merchants adopting these Rules in their contracts should keep clearly in mind the fact that they refer solely to the relationship between seller and buyer.
- e) In these Rules, unless there is a clear agreement to the contrary expressed in the contract of sale, any document of transport placed by the seller at the disposal of the buyer must be clean (1).

- f) Unless there is a clear agreement to the contrary expressed in the contract of sale, it is no part of the duties of the seller of goods under these Rules to procure a policy of insurance available for the benefit of the buyer.

However, in certain circumstances, such as those contemplated in Article A.5 of these Rules relating to the sale of goods on "Delivered at Frontier" terms, the parties might be well advised jointly to consider what duties, if any, the seller or the buyer should assume in matters pertaining to the insurance of the goods from the point of departure in the country of dispatch to the point of final destination chosen by the buyer.

- g) In these Rules, unless the context otherwise requires, the following expressions have the meanings hereby assigned to them, that is to say:

"Country of dispatch" means the country from which the seller has to dispatch the goods to the named place of delivery at the frontier, or in the country of importation, as the case may be, whether by public carrier or by his own means of transport.

"Expenses" means any costs, charges and expenses of or incidental to the performance by the parties of their respective duties and which shall be incurred, borne and paid by the parties in accordance with these Rules.

(1) For the definition of the term "clean shipping document" in banking practice, reference should be made to article 16 of "Uniform Customs and Practice for Documentary Credits" (ICC Publication 290). For the possibility of agreement between the parties to the contract of sale as to what clauses about condition, quality or quantity superimposed by the carrier on the document of transport would be acceptable to the seller and the buyer, attention is invited to Publication 283 "The Problem of Clean Bills of Lading"

Delivered at frontier . . .

(named place of delivery at frontier) (1)☆

A. The seller must:

1. Supply the goods in conformity with the contract of sale, together with such evidence of conformity as may be stipulated in the contract of sale.

2. At his own risk and expense:

a) Put the contract goods at the disposal of the buyer at the named place of delivery at the frontier on the date or within the period stipulated in the contract of sale, and at the same time supply the buyer with a customary document of transport, warehouse warrant, dock warrant, delivery order, or the like, as the case may be, providing by endorsement or otherwise for the delivery of the goods to the buyer or to his order at the frontier, and also with an export licence and such other documents, if any, as may be strictly required at that time and place for the purpose of enabling the buyer to take delivery of the goods for their subsequent movement, as provided in Articles B.1 and 2.

The goods so put at the disposal of the buyer must be clearly set aside or otherwise identified as the contract goods.

b) Comply with all formalities he may have to fulfil for these purposes, and pay any Customs fees and charges, internal taxes, excise duties, statistical taxes, and so on, levied in the country of dispatch or elsewhere, which he may have to incur in discharge of his duties up to the time when he puts the goods at the disposal of the buyer in accordance with Article A.2 a).

3. Bear all the risks of the goods up to the time when he has fulfilled his obligations under Article A.2 a).

4. Procure, at his own risk and expense, in addition to the documents contemplated in Article A.2 a), any exchange control authorization or other similar administrative document required for the purpose of clearing the goods for exportation at the named place of delivery at the frontier and any other documents he may require for the purposes of dispatching the goods to that place, passing them in transit through one or more third countries (if need be), and putting them at the disposal of the buyer in accordance with these Rules.

5. Contract on usual terms, at his own risk and expense, for the transport of the goods (including their passage in transit through one or more third coun-

tries, if necessary) to the named place of delivery at the frontier, bear and pay the freight or other costs of transport to that place, and also, subject to the provisions of Articles A.6 and 7, any other expenses of or incidental to any movement whatsoever of the goods up to the time when they are duly put at the disposal of the buyer at that place.

Nevertheless, the seller shall, subject to the provisions of Articles A.6 and 7 and at his own risk and expense, be at liberty to use his own means of transport, provided that in the exercise of such liberty he shall perform all his other duties under these Rules.

If no particular point (station, pier, quay, wharf, warehouse, or as the case may be) at the named place of delivery at the frontier is stipulated in the contract of sale or prescribed by the regulations of the Customs or other competent authority concerned, or by the regulations of the public carrier, the seller may, if there are several points to choose from, select the point which suits him best, provided it offers such Customs and other proper facilities as may be necessary to enable the parties to perform their respective duties under these Rules (1). The point so chosen by the seller must be notified to the buyer (2), and thereupon that point shall be deemed for the purposes of these Rules to be the point at the named place of delivery at which the goods shall be put at the disposal of the buyer and the risks of the goods shall pass.

6. Provide the buyer, at the buyer's request and risk, with a through document of transport normally procurable in the country of dispatch covering on usual terms the transport of the goods from the point of departure in that country to the point of final destination in the country of importation named by the buyer, provided that in so doing the seller shall not be deemed to assume any duty or to incur any risks or expenses other than those he would normally be called upon to incur, perform, bear and pay under these Rules.
7. If it is necessary or customary for the goods to be unloaded, discharged or landed on their arrival at the named place of delivery at the frontier, bear and pay the expenses of such operations (including lightering and handling charges).

If the seller elects to use his own means of transport for sending the goods to the named place of delivery then, in such case, he shall bear and pay all the expenses of or incidental to the necessary or customary operations contemplated in the last preceding paragraph.

8. Notify the buyer at seller's expense that the goods have been dispatched to

the named place of delivery at the frontier. Such notice must be given in sufficient time to allow the buyer to take such measures as are normally necessary to enable him to take delivery of the goods (3).

9. Provide, at his own expense, packaging customary for the transport of goods of the contract description to the named place of delivery, unless it is the usage of the particular trade to dispatch goods of the contract description unpacked.
10. Bear and pay the expenses of or incidental to any checking operations, such as measuring, weighing counting or analysing of quality, which may be necessary to enable him to transport the goods to the named place of delivery at the frontier and to put them at the disposal of the buyer at that place.
11. Bear and pay in addition to any expenses to be borne and paid by the seller in accordance with the preceding Articles, any other expenses of or incidental to the performance of the seller's duty to put the goods at the disposal of the buyer at the named place of delivery at the frontier.
12. Render to the buyer, at buyer's request, risk and expense, a reasonable amount of assistance in obtaining any documents other than those already mentioned, which may be obtainable in the country of dispatch or of origin, or in both countries, and which the buyer may require for the purposes contemplated in Articles B.2 and 6.

B. The buyer must:

1. Take delivery of the goods as soon as the seller has duly put them at his disposal at the named place of delivery at the frontier, and be responsible for handling all subsequent movements of the goods.
2. Comply at his own expense with any Customs and other formalities that may have to be fulfilled at the named place of delivery at the frontier, or elsewhere and pay any duties that may be payable at the time or by reason of the entry of the goods into the adjoining country or of any other movement of the goods subsequent to the time when they have been duly put at his disposal.
3. Bear and pay the expenses of or incidental to unloading, discharging or landing the goods on their arrival at the named place of delivery at the frontier, in so far as such expenses are not payable by the seller in accordance with the provisions of Article A.7.
4. Bear all the risks of the goods and pay any expenses whatsoever incurred in respect thereof including Customs duties, fees and charges from the time when

they have been duly put at his disposal at the named place of delivery at the frontier.

5. If he fails to take delivery of the goods as soon as they have been duly put at his disposal, bear all the risks of the goods and pay any additional expenses incurred, whether by the seller or by the buyer, because of such failure, provided that the goods shall have been clearly set aside or otherwise identified as the contract goods.
6. Procure, at his own risk and expense, any import licence, exchange control authorization, permits or other documents issued in the country of importation, or elsewhere, that he may require in connection with any movement of the goods subsequent to the time when they have been duly put at his disposal at the named place of delivery at the frontier.
7. Bear and pay any additional expenses which the seller may have to incur for the purpose of obtaining a through document of transport in accordance with Article A.6
8. At seller's request and at buyer's expense, place such import licence, exchange control authorization permits and other documents, or certified copies thereof, at the disposal of the seller for the limited purpose of obtaining the through document of transport contemplated in Article A.6.
9. Supply the seller, at his request, with the address of the final destination of the goods in the country of importation, if the seller requires such information for the purpose of applying for such licences and other documents as are contemplated in Articles A.4 and A.6.
10. Bear and pay the expenses incurred by the seller in providing the buyer with any expert third-party certificate of conformity of the goods stipulated in the contract of sale.
11. Bear and pay any expenses the seller may incur in or about his endeavours to assist the buyer in obtaining any of the documents contemplated in Article A.12.

(1)☆ To avoid misunderstandings, it is recommended that parties contracting according to this trade term should qualify the word "frontier" by indicating the two countries separated by that frontier, and also the named place of delivery. For example: "Delivered at Franco-Italian frontier (Modane)".

(1) If at the named place of delivery at the frontier there are two customs-posts

of different nationalities, it is recommended that the parties should either stipulate which one has been agreed upon, or leave the choice to the seller.

- (2) See Article A.8 footnote.
- (3) Such notice may be served by the seller upon the buyer by sending it through the post by air mail, and addressed to the buyer at his place of business given in the contract of sale. But if the goods have been dispatched by air, or if the distance between the point of departure of the country of dispatch and the named place of delivery at the frontier is short, or if the business addresses of the seller and the buyer are so far apart as to be likely to cause undue delay in the delivery of notice sent through the post then, in any such case the seller shall be bound to give such to the buyer by sending the same by cable, telegram or telex.

Delivered . . .

(named place of destination in the country of importation) duty paid

A. The seller must:

- 1. Supply the goods in conformity with the contract of sale, together with such evidence of conformity as may be stipulated in the contract of sale.
- 2. At his own risk and expense:
 - a) Put the contract goods at the disposal of the buyer, duty paid, at the named place of destination in the country of importation on the date or within the period stipulated in the contract of sale, and at the same time supply the buyer with a customary document of transport, warehouse warrant, dock warrant, delivery order, or the like, as the case may be, providing by endorsement or otherwise for the delivery of the goods to the buyer or to his order at the named place of destination in the country of importation and also with such other documents, if any, as may be strictly required at that time and place for the purpose of enabling the buyer to take delivery of the goods, as provided in Article B.1.

The goods so put at the disposal of the buyer must be clearly set aside or otherwise identified as the contract goods.

- b) Provide the import licence or permit and bear the cost of any import duties or taxes, including the cost of Customs clearance, as well as any other taxes, fees or charges payable at the named place of destination at the time of the

importation of the goods, so far as such payments are necessary for the purpose of enabling the seller to put the goods duty paid at the disposal of the buyer at that place.

- c) Comply with all formalities he may have to fulfil for these purposes.
- 3. Bear all the risks of the goods up to the time when he has fulfilled his obligations under Article A.2 a).
- 4. Procure at his own risk and expense, in addition to the documents contemplated in Article A.2 a), any export licence or permit, exchange control authorization, certificates, consular invoice and other documents issued by the public authorities concerned, which he may require for the purposes of dispatching the goods, exporting them from the country of dispatch, passing them in transit through one or more third countries (if necessary), importing them into country of the named place of destination, and putting them at the disposal of the buyer at the place.
- 5. Contract on usual terms, at his own risk and expense, for the transport of the goods from the point of departure in the country of dispatch to the named place of destination, bear and pay the freight or other costs of transport to that place, and also, subject to the provisions of Article A.6, any other expenses of or incidental to any movement whatsoever of the goods up to the time when they are duly put at the disposal of the buyer at the named place of destination.

Nevertheless, the seller shall, at his own risk and expense, be at liberty to use his own means of transport, provided that in the exercise of such liberty he shall perform all his other duties under these Rules.

If no particular point (station, pier, quay, wharf, warehouse, or as the case may be) at the named place of destination in the country of importation is stipulated in the contract of sale or prescribed by the regulations of the Customs or other competent authority concerned, or by the regulations of the public carrier, the seller may, if there are several points to choose from, select the point which suits him best, provided it offers such Customs and other proper facilities as may be necessary to enable the parties to perform their respective duties under these Rules. The point so chosen by the seller must be notified to the buyer (1), and thereupon that point shall be deemed for the purposes of these Rules to be the point at the named place of destination at which the goods shall be put at the disposal of the buyer and the risks of the goods shall pass.

6. If it is necessary or customary for the goods to be unloaded, discharged or landed on their arrival at the named place of destination for the purpose of putting them duty paid at the disposal of the buyer at that place, bear and pay the expenses of such operations, including any lightering, wharfing, warehousing and handling charges.
7. Notify the buyer, at seller's expense, that the goods have been placed in the custody of the first carrier for dispatch to the named place of destination, or that they have been dispatched to that destination by the seller's own means of transport, as the case may be. Any such notice must be given in sufficient time to allow the buyer to take such measures as are normally necessary for the purpose of enabling him to take delivery of the goods (2).
8. Provide, at his own expense, packaging customary for transport of goods of the contract description to the named place of destination, unless it is the usage of the particular trade to dispatch goods of the contract description unpacked.
9. Bear and pay the expenses of or incidental to any checking operations, such as measuring, weighing, counting or analysing of quality, which may be necessary to enable him to transport the goods to the named place of destination and to put them at the disposal of the buyer at that place.
10. Bear and pay, in addition to any expenses to be borne and paid by the seller in accordance with Articles A.1 to 9 inclusive, any other expenses of or incidental to the performance of the seller's duty to put the goods at the disposal of the buyer at the named place of destination in accordance with these Rules.

B. The buyer must:

1. Take delivery of the goods as soon as the seller has duly put them at his disposal at the named place of destination, and be responsible for handling all subsequent movement of the goods.
2. Bear and pay the expenses of or incidental to unloading, discharging or landing the goods on their arrival at the named place of destination, in so far as such expenses are not payable by the seller in accordance with the provisions of Article A.6.
3. Bear all the risks of the goods and pay any expenses whatsoever incurred in respect thereof from the time when they have been put at his disposal at the named place of destination in accordance with Article A.2 a.

4. If he fails to take delivery of the goods as soon as they have been duly put at his disposal, bear all the risks of the goods and pay any additional expenses incurred, whether by the seller or by the buyer, because of such failure, provided that the goods shall have been clearly set aside or otherwise identified as the contract goods.
5. Supply the seller, at his request, with the address of the final destination of the goods in the country of importation, if the seller requires such information for the purpose of applying for such documents as are contemplated in Article A.2 b).
6. Bear and pay the expenses incurred by the seller in providing the buyer with any expert third-party certificate of conformity of the goods stipulated in the contract of sale.
7. Render to the seller, at seller's request, risk and expense, a reasonable amount of assistance in obtaining any documents which may be issued in the country of importation and which the seller may require for the purpose of putting the goods at the disposal of the buyer in accordance with these Rules.

(1) See Article A.7, footnote.

- (2) Such notice may be by the seller upon the buyer by sending it through the post by airmail, and addressed to the buyer at his place of business given in the contract of sale. But if the goods have been dispatched by air, or if the distance between the point of departure in the country of dispatch and the named place of destination is short, or if the business addresses of the seller and the buyer are so far apart as to be likely to cause undue delay in the delivery of notice sent through the post then, in any such case, the seller shall be bound to give such notice to the buyer by sending the same by cable, telegram or telex.

FOB Airport...
(named airport of departure)

The rules set forth hereunder for delivery on FOB terms for carriage of the goods by air have been carefully drafted to reflect the usages usually observed in trade. It will be noted that the expression "FOB" - properly meaning "free on board" - is not, in relation to air transportation, to be taken literally but rather as announcing that the next word constitutes the point where the seller's responsibility is to terminate.

A. The seller must:

1. Supply the goods in conformity with the contract of sale, together with such evidence of conformity as may be required by the contract.
2. Deliver the goods into the charge of the air carrier or his agent or any other person named by the buyer, or, if no air carrier, agent or other person has been so named, of an air carrier or his agent chosen by the seller. Delivery shall be made on the date or within the period agreed for delivery, and at the named airport of departure in the manner customary at the airport or at such other place as may be designated by the buyer in the contract.
3. Contract at the buyer's expense for the carriage of the goods, unless the buyer or the seller gives prompt notice to the contrary to the other party. When contracting for the carriage as aforesaid, the seller shall do so, subject to the buyer's instructions as provided for under article B.1., on usual terms to the airport of destination named by the buyer, or, if no such airport has been so named, to the nearest airport available for such carriage to the buyer's place of business, by a usual route in an aircraft of a type normally used for the transport of goods of the contract description.
4. At his own risk and expense obtain any export licence or other official authorization necessary for the export of the goods.
5. Subject to the provisions of articles B.6 and B.7 below, pay any taxes, fees and charges levied in respect of the goods because of exportation.
6. Subject to the provisions of articles B.6 and B. 7 below, bear any further costs payable in respect of the goods until such time as they will have been delivered, in accordance with the provisions of article A. 2 above.
7. Subject to the provisions of articles B.6 and B.7 below, bear all risks of the

goods until such time as they will have been delivered, in accordance with the provisions of article A.2 above.

8. Provide at his own expense adequate protective packing suitable to dispatch of the goods by air unless it is the custom of the trade to dispatch the goods unpacked.
9. Pay the costs of any checking operations (such as checking quality, measuring, weighing, counting) which shall be necessary for the purpose of delivering the goods.
10. Give the buyer notice of the delivery of the goods without delay by telecommunication channels at his own expense.
11. In the circumstances referred to in articles B.6 and B.7 below, give the buyer prompt notice by telecommunication channels of the occurrence of said circumstances.
12. Provide the buyer with the commercial invoice in proper form so as to facilitate compliance with applicable regulations and, at the buyer's request and expense, with the certificate of origin.
13. Render the buyer, at his request, risk and expense, every assistance in obtaining any document other than those mentioned in article A.12 above issued in the country of departure and/or of origin and which the buyer may require for the importation of the goods into the country of destination (and, where necessary, for their passage in transit through another country).
14. Render the buyer, at his request, risk and expense and subject to the provisions of article B.9 below, every assistance in bringing any claim against the air carrier or his agent in respect of the carriage of the goods.

B. The buyer must:

1. Give the seller due notice of the airport of destination and give him proper instructions (where required) for the carriage of the goods by air from the named airport of departure.
2. If the seller will not contract for the carriage of the goods, arrange at his own expense for said carriage from the named airport of departure and give the seller due notice of said arrangements, stating the name of the air carrier or his agent or of any other person into whose charge delivery is to be made.
3. Bear all costs payable in respect of the goods from the time when they have been delivered in accordance with the provisions of article A.2 above, except as provided in article A.5 above.

4. Pay the price invoiced as provided in the contract as well as the cost of air freight if paid by or on behalf of the seller.
5. Bear all risks of the goods from the time when they have been delivered, in accordance with the provisions of article A.2 above.
6. Bear any additional costs incurred because the air carrier his agent or any other person named by the buyer fails to take the goods into his charge when tendered by the seller, and bear all risks of the goods from the time of such tender, provided, however, that the goods will have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.
7. Should he fail to provide proper instructions (where required) to the seller for the carriage of the goods, bear any additional costs incurred because of said failure and all risks of the goods from the date agreed for delivery or from the end of the period agreed for delivery, provided, however, that the goods will have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.
8. Bear all costs, fees and charges incurred in obtaining the documents mentioned in Article A.13 above, including the costs of consular documents as well as the costs of certificates of origin.
9. Bear all costs, fees and charges incurred by the seller in bringing and pursuing any claim against the air carrier or his agent in respect of the carriage of the goods.

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6. 负担由于空运承运人或其代理人或买方的其他指定人在卖方交货时未能办理接货而发生的任何额外费用支出和货物的一切风险；但以该项货物已清楚地分开或可被认清系属于本合同的货物为限。

7. 如在需要时未能给予卖方关于运载货物的详尽指示，则应自原订交货日起或原订交货期限终止时起负担一切由此而产生的额外费用和货物的一切风险，但以该项货物已清楚地分开或能认清为供应本合同之用者为限。

8. 负担为取得前述 A.13 款所需凭证而支出的一切费用，包括领事证件以及产地证的费用。

9. 支付卖方因向空运承运人或其代理人提出关于货运索赔所支出的一切费用。

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期限内，在指定的启运机场，卖方按该航空站惯常办法履行交货，或于买方在合同上指定的其他地点履行交货。

3.除非买卖双方中的一方有相反的及时的通知给另一方，在买方负担费用的前提下，卖方订立运载契约时应根据买方的指示（见B.1款），按通常条件和使用通常运载该类货物的航线和飞机型号办理货运至买方指定的目的地机场。如买方未指定上述机场，则可运至其他最近的机场，以便于将货就近运达买方营业地点。

4.自负风险及费用以取得由于输出该货所需的出口许可证或其他官方证件。

5.除下述 B.6、B.7 款所规定的情况外，支付因出口所需的捐税和费用。

6.除下述 B.6、B.7 款所规定的情况外，按照 A.2 款承担有关货物的其他一切费用支出，直至完成交货为止。

7.除下述 B.6、B.7 款所规定的情况外，按照 A.2 款承担货物的一切风险直至完成交货为止。

8.自费供给能保护货物的适于空运的包装，但如行业习惯对该项货物运送不需包装者不在此限。

9.支付因交货而需要支出的检验费用（如为核对货物品质、丈量、过磅或点数所需费用）。

10.自费并及时地用电讯方式通知买方货物业已交付。

11.如发生下述 B.6、B.7、的情况时，应立即用电讯方式通知买方。

12.向买方提供正规格式的商业发票，以符合进口地当局的现行规定；并在买方负担费用的条件下，根据其请求提供产地证。

13.根据买方请求并由其承担风险和费用，给予一切协助以取得前述 A.12 款所指明的以外的由装运国或产地国签发的证明文件，这些证明文件是买方为进口该批货物（或经由第三国转运）所必需的。

14.根据买方请求并由其承担风险和费用，除下述 B.9 款的情况外，给予一切协助向空运承运人或其代理人提出关于货运方面的索赔。

B. 买方责任：

1.及时将目的地机场通知卖方；如需要的话，应将有关从启运机场运载货物的指示通知卖方。

2.如卖方不订立运载契约，则买方必须自费办理自启运机场运载事宜，并将上述安排情况及时告知卖方，说明空运承运人（或其代理人）名称或告知卖方应将货物交付某指定人的控制之下。

3.当货物已按照前述 A.2 款办理交货之时起，负担货物的一切费用。但前述 A.5 款所规定者除外。

4.按合同规定的发票价付款，并同时支付已由卖方付出或已用卖方名义支付的空运费。

5.当货物已按照前述 A.2 款交货完毕之时起承担货物的一切风险。

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