

PECULIARITIES IN USAGE OF GROUP "C" ACCORDING TO LEGISLATION OF SOME COUNTRIES

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All the basic terms of Incoterms are divided into 4 groups. As an indicator of each group, as a rule, we use the first letter of the term, by which the group is denoted—is obtained: E; F; C & D. We will concentrate on the group "C", as in practice it is of the great interest.

It is important to note that in the national law of some countries, particularly in the English common law, there is somewhat different than in the Incoterms, the understanding of the conditions of CIF. Common agreement on condition of CIF is defined as a contract in which "the seller fulfills his obligation to deliver, when he has sent a bill of lading, which was issued on the appropriate product." From a commercial point of view, the purpose of such contract within the meaning of English lawyers, is not the sale of goods, but the sale of documents, related to this product. In this regard, in the English law of contract on the condition of CIF distinguish the right to reject the goods and the right to refuse the documents. One feature of the contract on CIF terms in English law is that, if the goods are shipped, but then got lost during transport by sea, the seller retains the right to transfer to the buyer the relevant shipping documents, and require it to pay the price. "The fact of the death of the ship and cargo after delivery ... is not grounds for rejection of documents and failure to pay them."

It is important to pay attention on the fact that nowadays very often the combination "CIF and E" is used. E means exchange. This combination isn't established by ICC, but broadly used for referring to bank fees or to prevent dependence of the "jumping rates" in currency.

We have reviewed only some specifics in usage of Incoterms according to legislation of some countries, which are represent the biggest interest. In reality every country has brought huge quantity adds to the original text of Incoterms. That fact make obvious a conclusion, that before starting making a contract – check the legislation of opposite country.