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## **INTERNATIONAL COMMERCIAL TERMS**

### **Международные правила толкования коммерческих терминов**

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In order to provide uniformity and unambiguity in the determination rights and obligations of the sellers and the buyers, the International Chamber of Commerce (ICC) develops and publishes so-called basic terms of delivery. Terms of delivery reflect the most common schemes of distributions the supply obligations in trade practice and establish the moment when the risk of accidental loss or damage to the goods transfer from seller to buyer. This set of terms officially is called International Commercial Terms or simply Incoterms.

The first publishing of Incoterms came out in 1936. Since then there are eight editions: 1936, 1953, 1967, 1976, 1980, 1990, 2000 and Incoterms 2010 which acts today.

Incoterms 2010 is a set of international rules recognized by government agencies, law firms and businessmen around the world as an interpretation of the most applicable terms in international trade. Incoterms are also of particular interest to customs, as terms of delivery determine customs value. The legislation of the Republic of Belarus does not mention the necessity in using Incoterms when concluding foreign trade agreements. Meanwhile, Incoterms are used in the process of execution of each contract due to general recognition, widespread use, and convenience.

In order to simplify the choice of delivery conditions suitable for each specific situation, all the terms in Incoterms are divided into four groups: E, F, C, D. The criteria, in this case, are the moment when the costs, the risk of accidental loss or damage to goods transfer from seller to buyer.

Therefore, International Commercial Terms are the following:

**EXW – EX Works** means that the seller delivers goods to the buyer at his premises or in another agreed place (i.e. factory, warehouse, etc.). The seller does not have to load the goods onto any vehicle; he is also not obliged to carry out the formalities necessary for export, where such clearance is applicable.

**FCA – Free Carrier** means that the seller transfers goods to the carrier or another person nominated by the buyer in his premises or another stipulated point.

**FAS – Free Alongside Ship** means that the seller is considered to fulfill his delivery obligation when the goods are placed along the side of the vessel nominated by the buyer (i.e., on the quay or on the barge) at the agreed port of shipment. The risk of loss or damage to the goods passes when the goods are located along the side of the vessel. From that moment, buyer bears all the costs.

**FOB – Free On Board** means that the seller delivers goods on board of the vessel nominated by the buyer at the port of shipment. The risk of loss or damage to the goods passes when the goods are on board of the vessel, and from that moment the buyer bears all costs.

**CFR – Cost and Freight** means that the seller delivers the goods on board of the vessel or procures the goods already delivered. The risk of loss of or damage to the goods passes when the goods are on board of the vessel. The seller must enter into a contract and pay the costs and freight necessary to bring the goods to the named port of destination.

**CIF – Cost, Insurance, and Freight** means that the seller delivers the goods on board of the vessel or procures the goods already delivered. The risk of loss of or damage to the goods passes when the goods are on board of the vessel. The seller must enter into a contract and pay the costs and freight necessary to bring the goods to the named port of destination. The seller also contracts for insurance cover against the buyer's risk of loss of or damage to the goods during the carriage. The buyer should note that under CIF the seller is required to obtain insurance only on minimum cover. Should the buyer wish to have more insurance protection, it will need either to agree with the seller or to make its own extra insurance arrangements.

**CPT – Carriage Paid To...** means that the seller delivers the goods to the carrier or another person nominated by the seller at an agreed place (if any such place is agreed between parties) and that the seller must contract for and pay the costs of carriage necessary to bring the goods to the named place of destination.

**CIP – Carriage and Insurance Paid To...** means that the seller delivers the goods to the carrier or another person nominated by the seller at an agreed place (if any such place is agreed between parties) and that the seller must contract for and pay the costs of carriage necessary to bring the goods to the named place of destination. The seller also contracts for insurance cover against the buyer’s risk of loss of or damage to the goods during the carriage. The buyer should note that under CIP the seller is required to obtain insurance only on minimum cover.

**DAP – Delivered At Place** means that the seller is considered to have delivered the goods which are placed 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 risks involved in bringing the goods to the named place.

**DAT – Delivered at Terminal** means that the seller is considered to have delivered a commodity when the goods, once unloaded from the arriving means of transport, are placed at the disposal of the buyer at a named terminal at the named port or place of destination. “Terminal” includes a place, whether covered or not, such as a quay, warehouse, container yard or road, rail or air cargo terminal. The seller bears all risks involved in bringing the goods to and unloading them at the terminal at the named port or place of destination.

**DDP - Delivered at Place** means that the seller is considered to have delivered merchandise when the goods are placed 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 risks involved in bringing the goods to the named place.

Thus, Incoterms have become an essential part of the daily language of trade. They are incorporated in contracts for the delivery of goods worldwide and provide guidance to importers, exporters, lawyers, transporters, insurers and students of international trade.

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## CONDUCTION OF CUSTOMS CONTROL IN THE REPUBLIC OF BELARUS

### Проведение таможенного контроля в Республике Беларусь

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