

1. The Incoterms® rules are derived from 'International Contract Terms'

F. Contract → Commercial

2. The Incoterms® rules are a set of International Commercial Law

F. Law → optional, practise

3. The Incoterms® rules are not applicable to domestic trade transactions

F. domestic trade transactions, Introduction of incoterms 2020

4. The Incoterms® rules address the transfer of property/title/ownership of the goods sold.

F. Incoterms® rules do not include transfer of property/title/ownership,
Introduction of incoterms 2020

5. The Incoterms® rules are applicable to contract of carriage

F. contract of carriage, buyer - seller, Introduction of incoterms 2020

6. The Incoterms® rules are automatically applicable to sale of goods contract

F. hong automatically, Introduction of incoterms 2020

7. Variations of Incoterms rules (FOB Stowed and trimmed; CIF landed;...) are stipulated in Incoterms

F. Warning, Introduction of incoterms 2020

8. Use of ® trademark symbol (the circled R trademark indicator) is required when referring to Incoterms

F. không cần, Introduction of incoterms 2020

9. The Incoterms® rules cater for materials transported by pipeline, such as oil and gas

F. pipeline xài hợp đồng khác

10. Incoterms can be referred to “delivery term”, “shipping terms” and payment terms” interchangeably

F. payment terms hông có, lol 2020

11. The use of incoterms rules leaving the year out implies that the latest incoterms is being prevail.

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12. EXW loaded difference in comparison with EXW is that it requires the seller to bear the cost and risk when loading goods.

F. EXW-loaded do not mentioned who bear for the risk while loading process => must negotiate in the contract. → the strength of the sellers, the **costs belong to the sellers.**

13. Incoterms can be used for the international sales and services contracts

F. ko bao gồm service, sale of goods, Foreword I 2020

14. In the Incoterms delivery is when responsibility for the good transfer **from the buyer to seller**

F. From seller to buyer

15. The contract No.170211 VCT-FETA on 17/1/2011 b/w VIET

COTTON YARN INVESTMENT TRADING JSC & FETA

TEKSTIL SAN.TIC.LTD.STI:

“ ALL OTHER CONDITIONS, WHICH NOT STATED IN THIS

CONTRACT, WILL REFER TO INCOTERMS 2000”

Statement: The aforementioned sentence is always correct.

F. Incoterm sẽ không include hết được all conditions of contract (payment, remedies,...)

16. In FCA, Lighterage/barge charges don't need to be allocated

F. A9-B9 FCA không có

17. In **FCA contract**, delivery period is “**the third week of August 2021**”. Accordingly, **the seller is entitled to deliver the goods at any date** within the agreed period.

F. B10 buyer là người quyết định; A2.2 seller phải deliver theo ngày buyer quyết định của B10

18. In FAS contract, delivery period is “**week 33**”. During that week, on Tuesday, the seller places the goods **on the quay** where the ship will load on Thursday, but, on Wednesday, they are destroyed by a fire. There is **no custom of the port or trade usage**.

Statement: Seller bear that risk.

Chia ra cho chắc

T. Tàu chưa tới nên chưa phải alongside the ship, sai ngày

Agreed date là ngày thứ 3 → tàu trễ B3 → transfer sang buyer

19. Placing the goods on board the vessel means means handling the goods over the lanca

F. Port custom, A2.4 in the manner customary at the port. (FOB)

A2 CFR, CIF

20. If goods are dropped during loading and land on deck causing damage, seller bear the risk.

F. Port custom, A2.4 in the manner customary at the port. (FOB); A2 CFR, CIF.

21. An exporter and importer have agreed upon the Incoterms® 2020 rule **FOB Cape Town port**. At the time the sales contract was agreed upon, it was **unknown which shipping line or vessel** would be used. At the time of export, the exporter loads the container at its premises and its forwarding agent arranges for the container to be sent to the export stack for the vessel as advised by the importer/agent; the container is placed into the export stack and the importer is notified. The vessel nominated by the buyer is delayed due to wind and collects the cargo only after the scheduled loading date. **During the time after the export agent has placed the container into the export stack, (which is customary in procuring the container so delivered in South African ports)** and the placing of the container on board the vessel nominated by the buyer at the loading point, the goods are damaged.

Statement: seller bear the risk of damage to the goods.

ex → agency bangwf container → agency đặt export stack for the vessel → tàu bị trễ do gió lớn

Trong Incoterm, trễ ngày là buyer chịu (B3) → Buyer chịu

Free on Board” means that the seller delivers the

goods to the buyer

- on board the vessel
- nominated by the buyer
- at the named port of shipment
- or procures the goods already so delivered.

22. Same as above, except the vessel is not delayed due to wind, but the cargo is left behind on the quayside due to a ‘short shipment’ resulting from the vessel being overladen at the previous port of call. The cargo is damaged between the

time of delivery into the export stack and when the container is shipped on the next available vessel.

Statement: seller bear the risk of damage to the goods?

21. There are 3 risks relating to incoterms in the following contract

SALE CONTRACT		No	HCI19.030/TSI01	
		R	-	
		Date	23/05/2019	
SELLER / EXPORTER HOANCHAU - ASIA COMPANY LIMITED 41 Ho Ba Kien St, Ward 15, District 10, HCMC Vietnam Tel: +84 8 39703 333 Fax: +84 8 39702 333 Represented by: Mrs. Dinh Thi Bich Chau - Managing Director		BUYER TASSPOL SEAFOODS 13 NAKORNLUANG 11, BANGPAI, BANGKHAE, BANGKOK 10160 CONSIGNEE THAI GOLD TOP LOGISTICS CO., LTD 530 BANCHADO ROAD, SAIKONGINTAI, KHLONGSAMWA, BANGKOK, THAILAND		

1. COMMODITY SPECIFICATION UNIT PRICE QUANTITY					
Description of goods	Size	Quantity	Weight	Unit price	Total amount
		ctns (+/-10%)	kgs (+/-10%)	Usd/kg CNF Bangkok Port, Thailand	USD (+/-10%)
FROZEN INDIAN MACKEREL, AAA GRADE Net weight: 90%, glazing 10%. Packing: Block, 10KG/ bulk bag/ ctn	8/12 pcs/kg	2,380	23,800	1.23	29,274.00
TOTAL (1 CONT 40'')		2,380	23,800		29,274.00
Saying : US Dollars Thirty Three Thousand Two Hundred and Ten only.					
Delivery term: CNF Bangkok Port, Thailand Destination country: Thailand			Date of shipment: May, 2019 Note: Delay transfer deposit may cause late shipment and price adjustment		

22. DAP and DDP do not include unloading

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23.FCA is recommended as a substitute for EXW as it can also be used with any mode of transport but the seller must with this term deliver the goods to the carrier provided by the buyer at a named point on the seller's side.

F. the buyer at a named point on the seller's side, at the seller's premises

24. The Incoterm CPT typically involves a seller who pays all transportation costs to a specified delivery destination and a buyer who is responsible for unloading at place of destination, and the seller is relieved from his risk when the goods are delivered to the carrier.

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25. The buyer and seller in an international sales deal have agreed on the following:

- Seller pays all transportation costs by ship to a specified delivery destination;
- Risk passes to buyer when goods are delivered to carrier;
- Buyer typically responsible for unloading at place of destination;
- Insurance is seller's obligation ;
- Seller pays for insurance.

Statement. The conditions indicate the parties agreed on the incoterm CIP.

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26. The buyer and seller in an international sales deal have agreed on an incoter which can be used for **any transport modality** but which is not suitable for **domestic shipments** and arranges that the **seller pays for: transportation, foreign duties, export and import licenses, export, and compliance documentation**. Additionally the seller clears the goods through the customs in a foreign country for delivery to a named place on the buyer's side.

On insurance the parties made no agreements.

Statement. The parties have agreed on the incoterm DAP

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31. Incoterms can be changed **without notice** if something unforeseen happens during transport

False

32. In most countries, only certified Customs brokers or Customs agents are allowed to file the paperwork necessary to clear Customs.

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33. Incoterms set out the obligation of the buyer. ()

F.

34. Under the term CFR, it is the seller's responsibility to procure the insurance transported. ()

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35. The term FAS can only be used for sea or inland waterway transport.

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36. The term EXW represents the minimum obligation for the importer.

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