## INCOTERMS® 2010 TRANSPORT OBLIGATIONS COSTS & RISKS



## **Shipping**

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This guide is designed as a convenient reference to Critical Points in the international transportation system, specifically in relation to the application of Incoterms to sale and purchase contracts. Incoterms® represent a set of international rules for the interpretation of commonly used trade terms, eliminating or reducing the uncertainties of dierent interpretations of these terms in dierent countries. Since they were first published in 1936, Incoterms have been updated seven times. Incoterms 2010 contain 11 rules for standardized global trade, defining the most important responsibilities of buyers and sellers in international sales contracts.

In order to ensure the new Incoterms 2010 terms are being applied, buyers and sellers should specify Incoterms 2010 on all contracts, thus clearly identifying the source of reference for the definition. Traders using these rules should also clearly specify any agreed-to variations of the terms.

It is not possible for Incoterms to be complete and comprehensive. Variations in local trades, ports and customs are possible. Buyers and sellers must take care when applying the rules to account for these parties, by agreement, to suit any particular contracts or circumstance.

Livingston's freight professionals can provide expert assistance in negotiating contracts in relation to Incoterms, as well as consulting on a wide range of trade, regulatory and insurance matters.

Every effort has been made to ensure this diagram's accuracy. However, Livingston accepts no responsibility for errors or omissions in this brochure.

## Legend Seller's Risk Seller's Costs Buyer's Risks Buyer's Costs Risk Refers to the possibility of an occurrence which could cause loss or damage to goods. Buyers and sellers purchase insurance to safeguard against risk. Costs Costs Specially attributed to buyer and seller accounts must be clearly stated in sale and purchase contracts as referenced in the chosen Incoterms. If shipment is not a normal transportation of goods, then this should be specified in the contract between the buyer and seller. Mono Maritime or inland waterways only Multi Any mode of transport, including multimodal.



