

1

The Commercial Invoice and INCOTERMS

Swanchester Group

Introduction

2

- Documents in International Trade
- The Commercial Invoice
- Types of Invoices
- INCOTERMS

Documents in International Trade

The Commercial Invoice

3

The importance of the *documents* in the *International Trade*.

Proof of contract.

Title to the goods.

Information → Commercial Invoice.

Customs.

Proof of compliance.



Information Documents

The Commercial Invoice

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Proforma Invoice
(Factura Proforma)

Commercial Invoice
(Factura Comercial)

Packing list/Weight
List (Lista de embalaje/
Lista de peso)

The Commercial Invoice

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First

- **Proforma Invoice**

- The buyer learns the general forms and contents of the future commercial invoice in advance after both sides reach a deal. On request of the importer, the exporter usually offers an informal invoice listing cargo name, specification, unit price, total price, delivery term, payment term and so on, which is used for applying for import license or foreign exchange from the domestic trade management administration or [foreign exchange](#) management administration.

Second

- **Commercial Invoice**

- After the pro-forma invoice is accepted by the importer, the exporter must prepare a commercial invoice. The commercial invoice is required by both the exporter and importer. In exporting, the commercial invoice is considered a very important document as it serves as *the* starting or initiating document that underpins the rest of the export transaction. The commercial invoice is essentially a bill from the seller (the exporter) to the buyer (the importer) describing the parties to the agreement, the goods to be sold, and the terms involved, as agreed between the exporter and importer.
- It is a document required by customs to determine true value of the imported goods, for assessment of duties and taxes.

Third

- **Packing List**

- This is a formal document that itemizes quite a number of details about the cargo. The details on the packing list (such as shipper's/importer's details, number of items involved, etc.), match what is stipulated on the commercial invoice and bill of lading/airway bill.

The Commercial Invoice and The Law

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- **In Spain:** *Real Decreto 1496/2003, de 28 de noviembre, por el que se aprueba el Reglamento por el que se regulan las obligaciones de facturación y se modifica el Reglamento del Impuesto sobre el Valor Añadido.*
- **In US:** *19 CFR 141.86 - Contents of invoices and general requirements.*

The Commercial Invoice

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FUNCTIONS:

- The seller's *demand for payment*
- A source of *information* for shipping documents
- *The* source document for destination customs clearance
- Information about the terms and conditions of a sales transaction
- The basis on which a *claim* must be made

The Commercial Invoice

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USED:

- Customs
- Freight forwarders
- International bankers
- Transport
- Insurance companies

What should appear in a commercial invoice?

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- The document title should clearly state "**Commercial Invoice**"
- The name of the exporter (referred to as the **shipper**) and their contact details
- The name of the importer (referred to as the **consignee**) and their contact details
- If the **person or firm** buying the goods (the importer) is **not the same** as the person or firm to whom the goods are being sent, then you should include both their contact details and addresses in the commercial invoice
- The name of the person and **company to notify** once shipment has taken place and their contact details and physical address
- A commercial invoice **reference number**


















- A **purchase order number** or similar reference
- The **date of issue** of the commercial invoice
- A complete, detailed and clear **description of the goods** in question, incorporating the appropriate **HS codes** and brandmarks if applicable
- The **quantity of goods** in question, including the number of units/items
- The **packing details** unless provided in a separate *packing list*, including their external dimensions, cubic capacity, weight, numbers and contents of each package shipped, and kinds of packaging involved- if a separate packing list is used, reference should be made in the commercial invoice to the packing list

- The **grand total price** of the goods for the whole consignment
- Where applicable, the **unit prices** should be indicated
- The **currency** in which the goods will be sold
- The type and amount of any **discount** given, where applicable
- The likely **delivery schedule** and **delivery terms**
- The **payment methods** (for example cash in advance, L/C, etc.)

- The **payment terms** (for example 30 days on sight)
- The **Incoterm** to be used (Incoterms 2000 - FAS, CIF, CFR, DDP, etc).
- **Who is responsible** for the banking fees and other related costs (insurance and freight costs are covered by the Incoterm in question)
- What the **freight and insurance charges** are
- The **exporter's banking details**
- A **declaration** of the country of origin of the goods

- The **expected country** of final destination
- Any **freight details**
- Any **additional exporter-provided services** that should be added to the invoice to come to the grand total.
- Any **transshipment requirements** such as the port of loading and discharge
- Indicate the **total weight** of your shipment
- The **validity** of the commercial invoice
- **Any other information relevant** to the order
- Make sure the commercial invoice **is signed**

Parts of a Commercial Invoice

Commercial Invoice					
Date 		Invoice # 			
Shipper Name 		Consignee Name 			
Contact Person		Contact Person			
Street Address		Street Address			
City	Postal Code	City	Postal Code		
Country	Email Address		Country	Email Address	
Telephone Number	Fax Number		Telephone Number	Fax Number	
Tax ID Number (EIN)	Exporting Carrier: DHL		Tax ID Number (i.e. EIN,VAT)	Incoterms 	
Other Information. (i.e. ITN #)	Total # of Pieces 	Total Gross Weight in Kilos 	AWB #		
Complete Commodity Description 	HTS, Schedule B 	Country of Manufacture 	Quantity, Unit of Measure 	Unit Price USD \$ 	Total Price USD \$ 
I/we hereby certify that the information on this invoice is true and correct and that the contents of this shipment are as stated above. 		Subtotal (USD \$) 			
		Freight Cost			
		Insurance Cost			
		Total Invoice Value (USD \$)			
Signature and Title of Authorized Person 		Date 			
These commodities, technology, or software were exported from the United States of America for ultimate destination _____ in accordance with export administration regulations. Diversion contrary to U.S. law is prohibited.					

The Commercial Invoice



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- English
- *Legalese*

<< We hereby certify that this is a true and correct invoice both as regards the prices and descriptions contained herein. We confirm that no other invoice has been or will be issued and that any particulars are in accordance with our books.

Subject to all the terms and conditions printed hereof and of any agreement or licence between the said parties. This contract shall be governed by Incoterms 1990 and English Law apply>>.

- No standard format
- Original
- Accuracy

INVOICE ORIGINAL			
		Tesco House, P.O. Box 1	
		Telephone: Tesco G. Telex: Tesco G. VAT No: GB 2	
		Invoice No. & Date (Tax Point) 6255 /10804	
Consignee		Buyer (if not Consignee)	
Forwarding Agent		Country of Origin of Goods	
Invoice Recipient is to be marked with "X"		E.T.S.	E.T.A.
Vessel/Aircraft etc.	Port of Loading	Terms of Delivery & Payment EX-WORKS WELHAM 60 DAYS FROM DATE OF INVOICE	
Port of Discharge		Insurance	
Marks and Numbers	Number and kind of packages/Description of goods		Cube (M3)
	629 CASES TESCO BRAND GROCERY PRODUCTS		10.05
		Gross Weight (Kg)	
		5,866.2	
	Quantity	Amount (State Currency)	
		STERLING	
SEE ATTACHED DOCUMENTS		3,662.50	
COST OF 6 WHITE PALLETS @ £5 PER PALLET		30.00	
COST OF TRANSPORT FROM TESCO WAREHOUSE TO FREIGHT FORWARDER		175.00	
		<small>The date shown in this invoice has been assigned to GRIFIN CREDIT SERVICES LIMITED who are entitled to receive payment. Cheques must be made payable to GRIFIN CREDIT SERVICES LIMITED and sent to them at 21 Parkwood Road, Woking, West Sussex GU24 0NF. If you wish to pay by Credit Transfer telephone Griffin on 01903 825474 for details. If you have any claims or queries about this invoice or a general enquiry, please telephone Griffin on 01903 305181.</small>	
		Total	3,867.50
We hereby certify that this is a true and correct invoice both as regards the prices and descriptions contained herein. We confirm that no other invoice has been or will be issued and that any payments are in accordance with our books.		Name of Signatory LESLIE S	
Subject to all the terms and conditions printed on the reverse hereof and of any agreement or licence between the said parties. This contract shall be governed by Incoterms 1990 and English Law shall apply.		Place & Date of issue WELMYN GARDEN CITY 19/01/98	
		Signature <i>[Signature]</i>	

Fuente: factura facilitada por la empresa Galaco de Las Palmas.

6.1. Texto original 1

COMMERCIAL INVOICE

Seller SAMSUNG ELECTRONIC CO. LTD. C.P.O. BOX 2775 SEOUL, KOREA		Invoice No. and date 1KKH1970621521 JUN. 19, 1997
Consignee TO THE ORDER OF BANKINTER SA		L/C No. and date LPS9480CI0032017 97/06/02
Buyer (if other than consignee) DORROSA SL CL CONCEPCION ARENAL 20 35006 LAS PALMAS DE G.C. + SPAIN		Other references ORIGINAL
Departure date JUN. 26, 1997		
Vessel/flight LINDOE MAERSK /9708	From BUSAN, KOREA	Terms of delivery and payment CIF LAS PALMAS DE G.C., SPAIN L/C BY PAYMENT
To LAS PALMAS DE G.C., SPAIN		
Shipping marks	No. & kind of pkgs: Goods description	Quantity Unit price Amount
N/M	MICROWAVE OVEN MODEL: M643 MODEL: G633C	405SETS USD USD 405SETS USD JSD
GRAND TOTAL :		810SETS USD
* AS PER PROFORMA INVOICE NR. SP 97 0016 DATED 02. MAY. 97		
////////////////////////////////////		
SAMSUNG ELECTRONICS CO., LTD. <i>J. J. Yun</i> Signed by JONG YONG YUN, PRESIDENT		

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6.1.1. Texto meta 1

FACTURA COMERCIAL

Vendedor SAMSUNG ELECTRONIC CO. LTD. C.P.O. BOX 2775 SEOUL, KOREA		Nº de factura y fecha 1KKH190621521 19 de junio de 1997
Destinatario A la orden de BANKINTER S.A.		CC Nº y fecha LPS 9480CI0032017 2/6/97
Fecha de salida 26 de junio de 1997		Comprador (si no coincide con el destinatario) DORROSA SL CL CONCEPCION ARENAL 20 35006 LAS PALMAS DE G. C. ESPAÑA
Buque/vuelo LINDOE MAERSK / 9708	Desde Busan, Corea	Otras referencias
Condiciones de entrega y de pago CIF LAS PALMAS DE G. CANARIA FORMA DE PAGO		
A LAS PALMAS DE G. CANARIA, ESPAÑA		
Marcas de embarque	Nº y naturaleza de los bultos: descripción de las mercancías	Cantidad Precio unidad Importe
N/M	HORNOS MICROHONDAS MODELO: M643 MODELO: G633C	405 APARATOS USD USD 405 APARATOS USD USD
TOTAL:		810 EQUIPOS USD
* SEGÚN FACTURA PROFORMA Nº (ESPECIFICADO) CON FECHA DE 2 DE MAYO DE 1997		
////////////////////////////////////		
[Sello de SAMSUNG ELECTRONICS CO. LTD.] [Firma] Firmado por JONG YONG YUN, PRESIDENTE		

TYPES OF INVOICES

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1. *Proforma* Invoices
2. Commercial Invoices
3. Customs Invoices
4. Consular Invoices

Types of invoices

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- **1. Proforma invoices:** Estimated invoice sent by a seller to a buyer in advance of a shipment or delivery of goods.
- Kind and quantity of goods, value, weight, transportation charges...
- “Offer” put to the importer by the exporter. It serves as a means of negotiating the actual contract.

El Corte Inglés

FACTURA PROFORMA

JAIME ESTEVEZ RODRIGUEZ
CL SAN BENITO, 36
28029 MADRID

Nº CLIENTE

N.I.F.

26000000H

VIGENCIA MAXIMA

15 DIAS

CENTRO / PRESUPUESTO

006

FECHA

09/06/2008

CONCEPTOS	CANT	PRECIO UNITARIO (IVA INCL.)	% IVA	IMPORTE IVA	IMPORTE TOTAL	IMPORTE TOTAL SIN IVA
VIDEOCAMARA JVC G7 MG HD6 REF.61101088	1	1.399,00	16	193,0	1.399,00	1.206,03
APPLE MACBOOK PRO15" 2,5	5	2.149,00	16	1.482,1	10.745,00	9.262,93
APPLE MACPRO 2QUAD	1	2.449,00	16	337,8	2.449,00	2.111,21
APPLE CINEMA TFT 20"	1	599,00	16	82,6	599,00	516,38



PROFORMA INVOICE

DATE: December 18, 2008
INVOICE: 1036

SHIPPER	RECEIVER
Name: Company Name: Contact Person: Street Address: City, ST ZIP Code: Phone: Fax: email:	Name: Company Name: Contact Person: Street Address: City, ST ZIP Code: Phone: Fax: email:

REASON FOR EXPORT:

MODE OF TRANSPORT	TOTAL NUMBER OF PACKAGES	TOTAL GROSS WEIGHT
AIR	45	526 kg.

ID	DESCRIPTION	QUANTITY	UNIT PRICE, \$	TOTAL
1	Item 1 description	23	44,99 \$	1,034,77
2	Item 2 description	4	12,99 \$	51,96
3	Item 3 description	2	89,99 \$	179,98
4	Item 4 description	24	3,99 \$	95,84
				\$ -
				\$ -
				\$ -

SUBTOTAL	\$ 1,322,15
TAX RATE	6,54%
SALES TAX	86,94

THANK YOU FOR YOUR BUSINESS!

Signature of Shipper:

Phone:

Date:

SHIPPING AND HANDLING:

TOTAL \$ 1,409,09

Brothers it

- Once the importer indicates that he is happy with the terms of the contract as outlined in the (final) proforma invoice, the exporter will then be requested to provide the importer with a commercial invoice.
- It should reflect the final agreed proforma invoice exactly - any deviances will result in problems executing the transaction and/or receiving payment.

Types of invoices

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- **2. Commercial/Export invoices:** A customs declaration form used in international trade that describes the parties involved in the shipping transaction, the goods being transported, and the value of the goods.
- In exporting, the commercial invoice is considered a very important document as it serves as the starting document that supports an export transaction.

- Based on the terms specified in this commercial invoice, the importer will instruct his/her bank (issuing bank) to issue a letter of credit.
- This letter of credit will also need to reflect the terms specified in the commercial invoice exactly, while all subsequent documentation must reflect the terms of the L/C.
- Central role in an export transaction

Types of invoices

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- **3. Customs invoices:** Extended form of commercial invoice required by customs in which the exporter states the description, quantity and selling price, freight, insurance, and packing costs, terms of delivery and payment, weight and/or volume of the goods for the purpose of determining customs import value at the port of destination.
- Some countries: commercial invoice to be completed on their own specified forms ("Customs' invoices") and may be provided in addition to the standard commercial invoices referred to above .

Types of invoices

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- **4. Consular invoices:** In international commerce, an invoice which is signed and sealed by a consul of the importing country who is posted in the exporting country.
- It builds trust between the buyer and seller and helps reduce the possibility that the seller (exporter) will overcharge the buyer (importer).
- The consular invoice must be prepared in the language of the destination country and can be obtained from the country's consulate.

INCOTERMS

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- *"There is no organization better placed than ICC – the organization that created and maintains the Incoterms rules – to help traders learn how to apply the rules correctly to their global or domestic sales transactions."*

(Emily O'Connor, ICC Senior Policy Manager and Secretariat for the Drafting Group)

INCOTERMS

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- International Commerce Terms.
- A series of international sales terms, first published by the International Chamber of Commerce (ICC) in 1936.
- Widely used in international commercial transactions.

INCOTERMS

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- They help traders avoid costly misunderstandings by clarifying the tasks, costs and risks involved in the delivery of goods from seller to buyer.
- Nowadays, we have Incoterms 2000.
- The new Incoterms 2010 were launched in September 2010 and will come into effect on 1 January 2011.

INCOTERMS DO...

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- Fix liability of buyer and seller.
- Fix division of costs
- Assume risks (loss or damage)
- Are adapted to contemporary commercial practices.

INCOTERMS DO NOT...

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- Dictate the contract of carriage (title or ownership/Bill of Lading)
- Include all the duties of the buyer and seller.
- Deal with breach of contracts.
- Deal with exemptions from liability in case of impediments.
- Speak about payment terms.

Incoterms

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Incoterms

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- International Commercial terms known as incoterms
- Do not cover ownership or transfer of the title of goods
- The importance of knowing which Incoterm is used at the start of negotiation/quotation of a sale
- International Chamber of Commerce

Incoterms

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- Sales transactions
- Exporters should determine which Incoterm works best for the company
- Inexperienced exporters may use Incoterm “Exworks”
- A sale based on Incoterm “CIF”: Exporter has to arrange and pay for pre-carriage, shipping, insurance

Incoterms

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- Incoterms on a commercial invoice or quotation to buyer:

Term should be followed by city or port of load/discharge

e.g.

ExWFactory, Richmond, Va

CIF Rotterdam

- Communication is crucial
- Under EXworks the shipper should notify the importer when the goods are ready

Incoterms

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- The most burdensome Incoterm for exporter is “Delivered Duty Paid” (DDP)
- Shipping DDP assumed by the most experienced exporters
- Many details considered
- Many questions asked

TERMS

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- Group E – Departure
- Group F- Main carriage paid by buyer
- Group C – Main carriage paid by seller
- Group D - Arrival

GROUP F (Main carriage paid by buyer)

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- FCA- Free Carrier
- FAS- Free alongside Ship
- FOB- Free on Board

FCA

Free carrier

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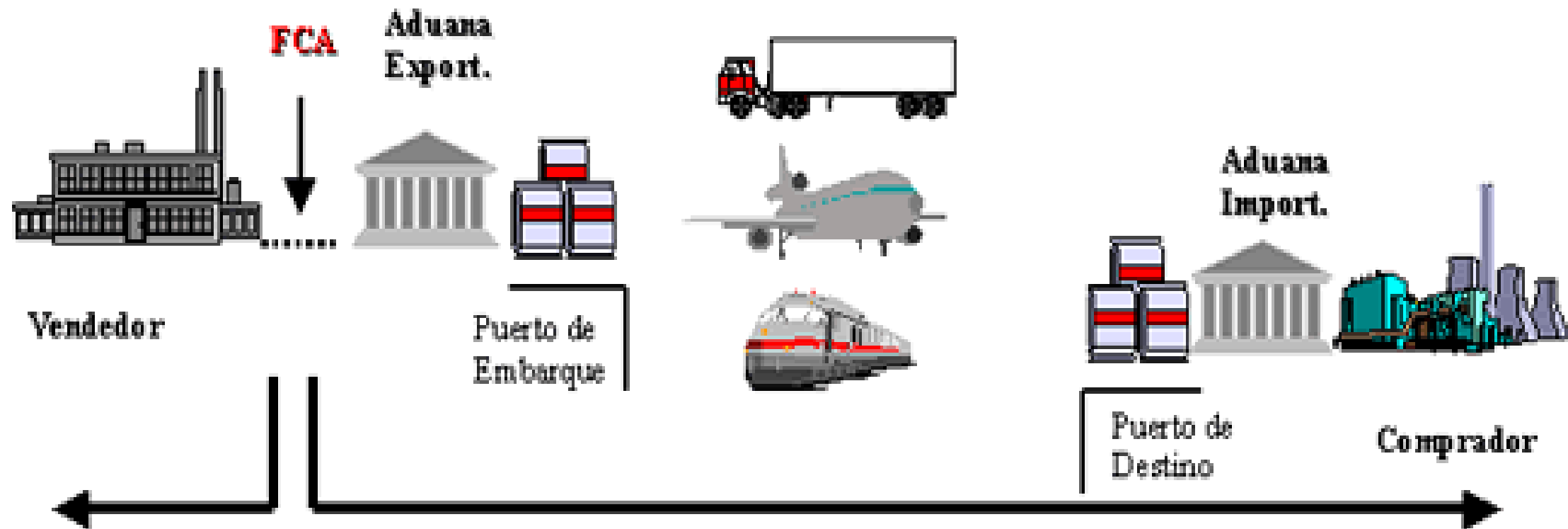
- (Named places)
- Seller fulfills its obligations once it hands over the goods into the custody of the carrier named by the buyer
- FCA can be used for all means of transport
- Buyer's obligation to receive seller's arriving vehicle unloaded

FCA

TRANSFERENCIA DE LA RESPONSABILIDAD

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Precio Mercancía:
Puede o No Incluir Fletes, Seguros,
pero incluye Maniobras y Despacho
de Export.



Riesgo del Vendedor

- Entregar mercancía en el transporte

Riesgo y Responsabilidad del Comprador

- Contratar Transporte y Seguro de mercancía hasta destino
- Efectuar el despacho de Importación

Free alongside ship

40

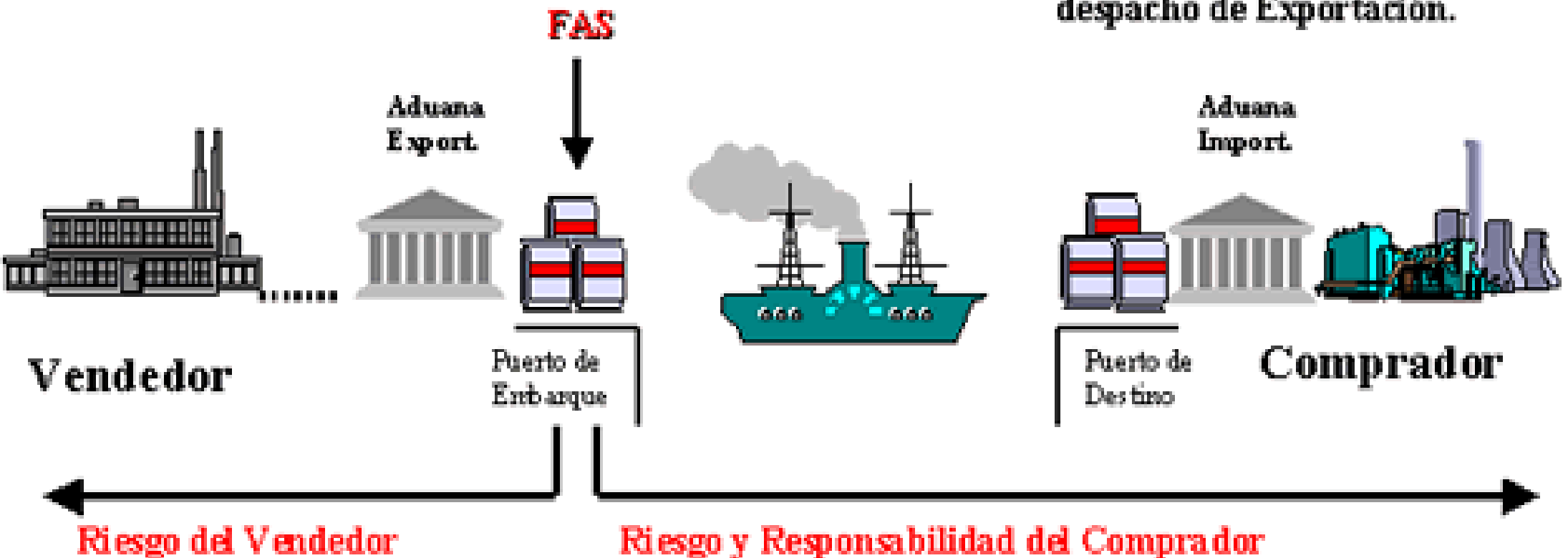
- (Named loading port)
- Seller fulfills its delivery obligations once it has placed the goods alongside ship in dock or landing area
- Risks pass to buyer once delivered alongside ship by seller
- Used for sea or inland waterway transportation

FAS

TRANSFERENCIA DE LA RESPONSABILIDAD

Precio Mercancía:

Incluye Fletes y Seguros al costado del buque y despacho de Exportación.



Riesgo del Vendedor

- Entregar mercancía al costado del buque
- Efectuar despacho Export

Riesgo y Responsabilidad del Comprador

- Subir la mercancía al buque
- Contratar Transporte y Seguro hasta destino
- Efectuar el despacho de Importación

FOB

Free on board

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- (Named loading port)
- Seller fulfills its delivery obligation once it has placed the goods on board the vessel
- Risks pass to buyer once delivered on board the ship by seller
- Used for sea or inland waterway transportation

FOB

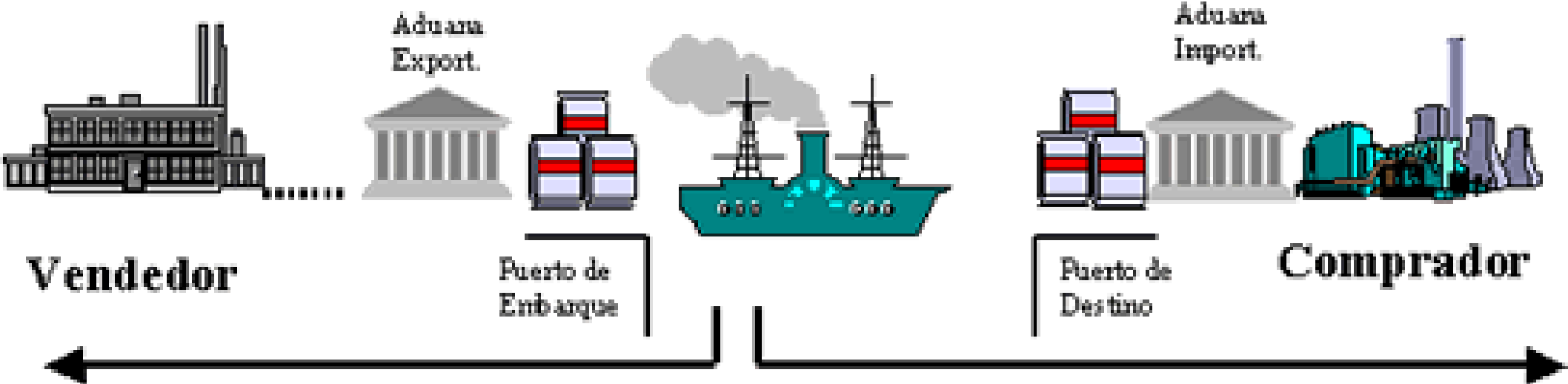
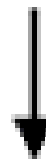
TRANSFERENCIA DE LA RESPONSABILIDAD

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Precio Mercancia:

Incluye Fletes, Seguros,
Maniobras hasta cruzar
la borda del buque y
Despacho de Export.

FOB



Riesgo del Vendedor

- Entregar mercancía cruzando la "borda" del buque
- Efectuar despacho de Export.

Riesgo y Responsabilidad del Comprador

- Contratar Transporte y Seguro hasta destino
- Efectuar el despacho de Importación

INCOTERMS: GROUP C

MAIN CARRIAGE PAID

- **Two critical division points: division of costs and division of risk.**

- **Costs** → **SELLER** → **destination point**

- **Risk** → **BUYER** → **point of shipment**

**ANY MODE OF TRANSPORT
INCLUDING MULTIMODAL**

**SEA AND INLAND
WATERWAY TRANSPORT**

CPT “Carriage Paid To”

CFR “Cost And Freight”

**CIP “Carriage And Insurance
Paid To”**

**CIF “Cost, Insurance and
Freight”**

CFR

"Cost and Freight"

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- (...named port of destination)

SELLER → costs and freight → **port of destination.**

Risk: transferred to the BUYER once the goods have crossed the ship's rail.

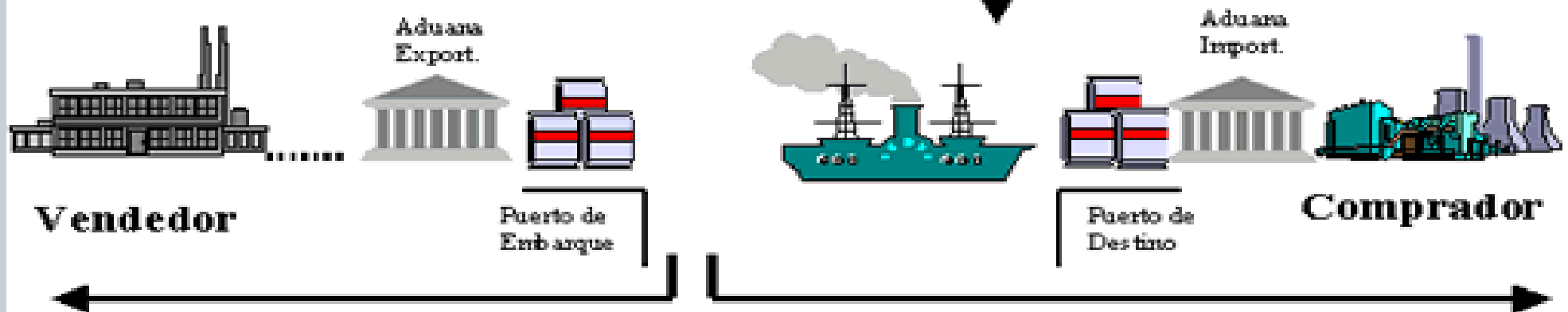
Insurance: NOT included.

CFR

TRANSFERENCIA DE LA RESPONSABILIDAD

Precio Mercancia:

Incluye Fletes hasta puerto destino, maniobras hasta cruzar la borda del buque y despacho de Export.



Riesgo del Vendedor

- Contrata transporte hasta puerto de destino
- Entregar en la "borda" del buque
- Efectuar despacho de Export.

Riesgo y Responsabilidad del Comprador

- Contratar seguro hasta puerto de destino
- Efectuar el despacho de Importación

CIF

"Cost, Insurance, and Freight"

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- (...named port of destination)

SELLER → costs and freight → port of destination.

Risk: transferred to the **BUYER** once the goods have crossed the ship's rail.

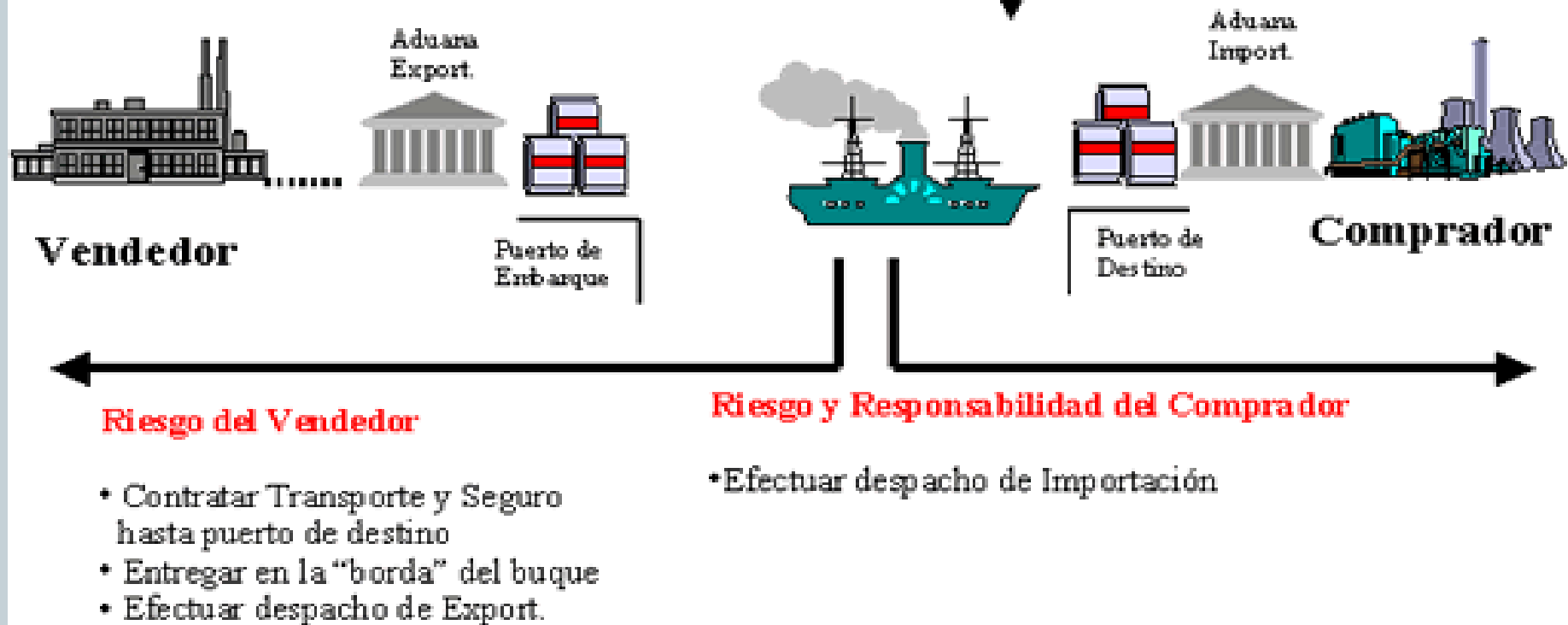
SELLER → insurance premium (on minimum cover).

CIF

49 TRANSFERENCIA DE LA RESPONSABILIDAD

Precio Mercancía:

Incluye Fletes y Seguro hasta puerto de destino, maniobras hasta cruzar la borda del buque y despacho de Exportación.



"Carriage Paid To"

- (...named place of destination)

SELLER → cost of carriage → **named destination.**

Risk of loss or damage to the goods transfers from the SELLER to the BUYER when the goods have been delivered to the custody of the final carrier.

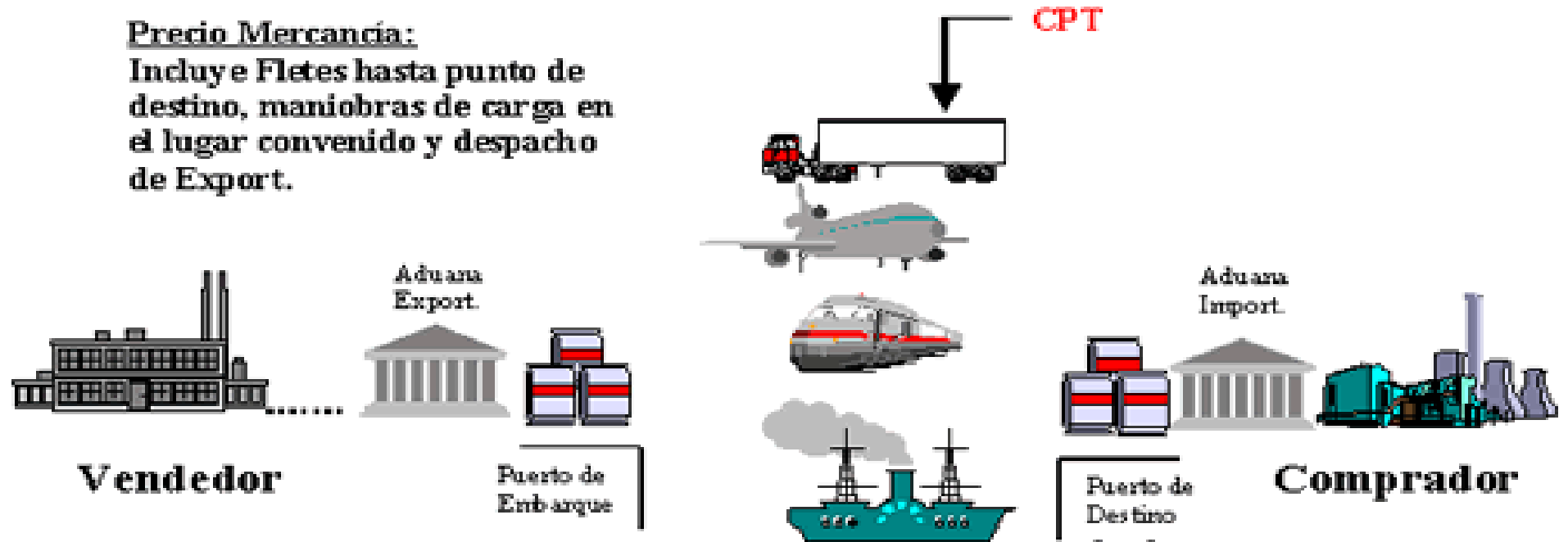
CARRIER: person who, in a contract of carriage, undertakes to perform or to procure the performance of transport (by rail, road, sea, etc.)

CPT

51 TRANSFERENCIA DE LA RESPONSABILIDAD

Precio Mercancía:

Incluye Fletes hasta punto de destino, maniobras de carga en el lugar convenido y despacho de Export.



Vendedor

Puerto de Embarque

Puerto de Destino

Comprador

Riesgo del Vendedor

- Contratar Transporte hasta punto de destino
- Entregar en el lugar convenido
- Efectuar despacho de Export.

Riesgo y Responsabilidad del Comprador

- Contratar seguro hasta punto de destino
- Efectuar el despacho de Importación

"Carriage And Insurance Paid To"

- (...named place of destination)

SELLER → cost of carriage → **named destination.**

Risks and any additional costs transfers from the **SELLER** to the **BUYER** when the goods have been delivered.

SELLER → insurance premium (on minimum cover).

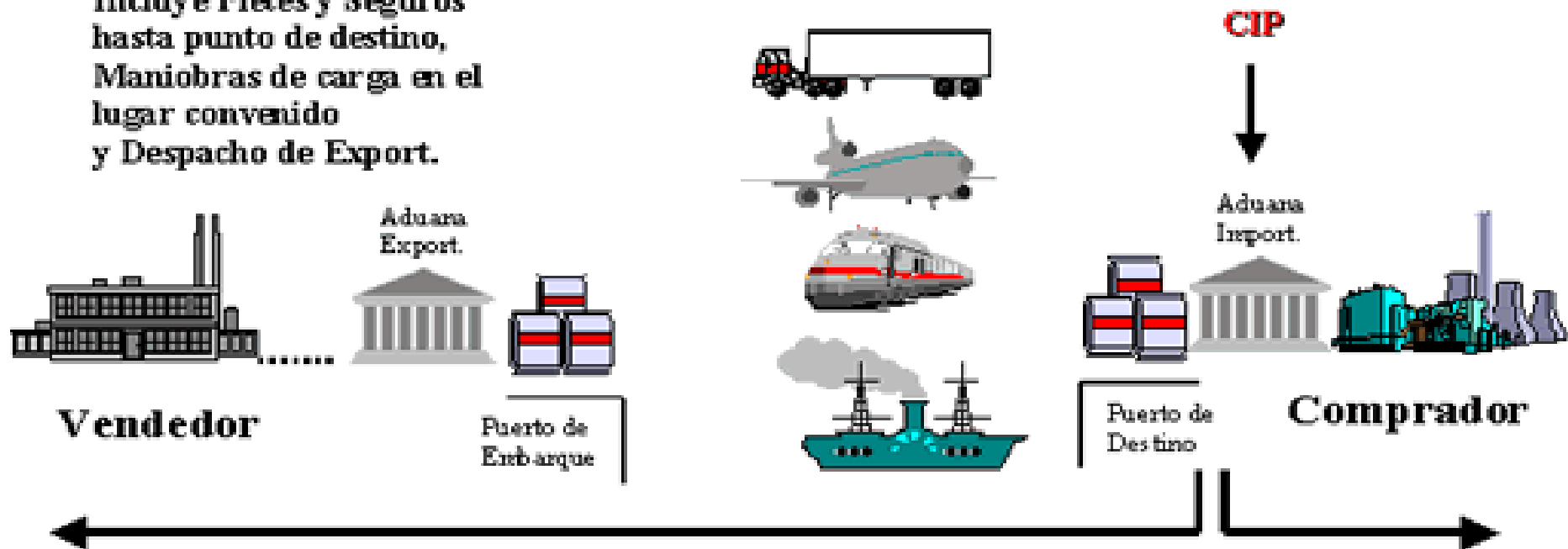
CIP

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TRANSFERENCIA DE LA RESPONSABILIDAD

Precio Mercancía:

Incluye Fletes y Seguros hasta punto de destino, Maniobras de carga en el lugar convenido y Despacho de Export.



Riesgo del Vendedor

- Contratar Transporte y Seguro hasta punto de destino
- Entregar en el lugar convenido
- Efectuar despacho de Export.

Riesgo y Responsabilidad del Comprador

- Efectuar el despacho de Importación

INCOTERMS 2010

String sales

- Only the first SELLER is responsible for shipping the goods.

New Rules: CIF and CFR now refer to an obligation to “contract or procure a contract for the carriage of the goods...”

Terminal handling charges

- Incoterms 2000 Rules (e.g. CIF/CFR): BUYER potentially faced paying for the same service twice.
- Incoterms 2010: allocating such costs under the relevant Rules.



INCOTERMS 2010

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INCOTERMS RULES IS AN INTERNATIONALLY RECOGNIZED STANDARD FOR INTERNATIONAL AND DOMESTIC CONTRACTS FOR THE SALE OF GOODS, PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE. THIS ILLUSTRATION SHOWS RISK AND COST DISTRIBUTION BETWEEN SELLER AND BUYER IN ACCORDANCE WITH INCOTERMS 2010.



CFR
COST & FREIGHT

RISK													
COST													
SEA ONLY													

CIF
COST, INSURANCE & FREIGHT

RISK													
COST													
SEA ONLY													

CPT
CARRIAGE PAID TO

RISK													
COST													
ALL TYPES OF TRANSPORT (BY ROAD, SEA, AIR, RAIL)													

CIP
CARRIAGE, INSURANCE PAID

RISK													
COST													
ALL TYPES OF TRANSPORT (BY ROAD, SEA, AIR, RAIL)													

PLEASE NOTE: ABOVE ARE GUIDELINES ONLY AND CAN NOT BE USED AS A FULL AND COMPLETE ILLUSTRATION OF THE COST AND RISK DISTRIBUTION BETWEEN SELLER AND BUYER WHEN USING INCOTERMS.

INCOTERMS SHOULD ALWAYS BE FOLLOWED BY A NAMED PLACE OF DELIVERY. COMPULSORY CARGO INSURANCE IS PART OF CIF AND CIP CLAUSES ONLY.

GROUP E (departure)

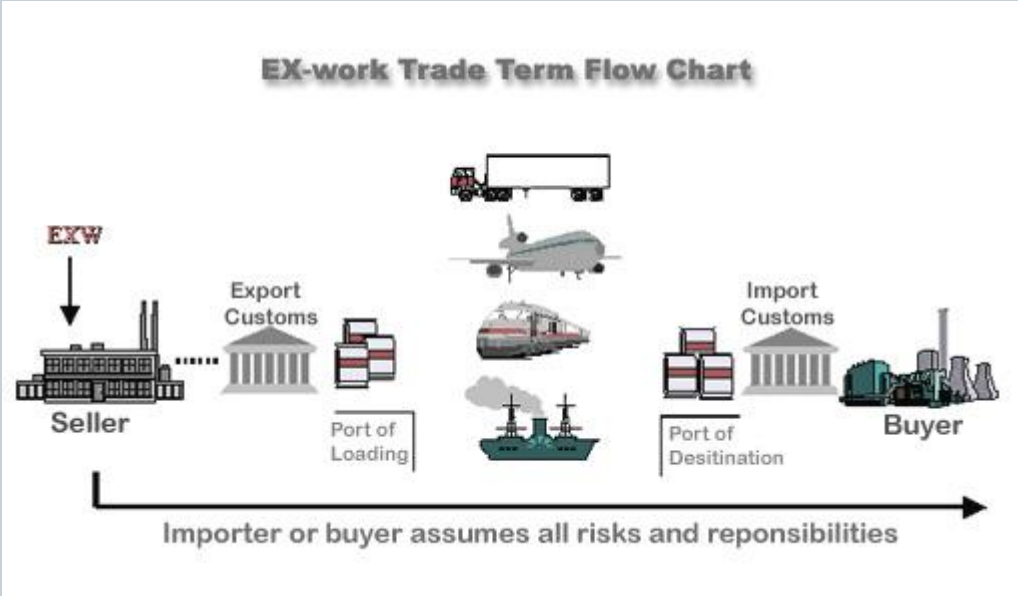
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EXW

“Ex works”

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- (...named place)
- EXW is used for any mode of transportation.
- The **seller** has the goods ready for collection at his premises. The **buyer** does the rest.
- The **seller** will not contract any transportation.
- The greatest responsibility on the buyer and minimum obligations on the seller.



GROUP D (arrival)

59

- The seller bears all the costs and risks in shipping the goods to the country destination.
- It is formed by 5 types:
 - - DAF*
 - - DES*
 - - DEQ*
 - - DDU*
 - - DDP

"Delivery at Frontier"

60

- (...named point)
- This term is used for any mode of transportation but must be delivered by land.
- The **seller** pays for transportation to the named place of delivery at the frontier.
- The **buyer** arranges for customs clearance and pays for transportation from the frontier to his factory.
- The passing of risk occurs at the frontier.

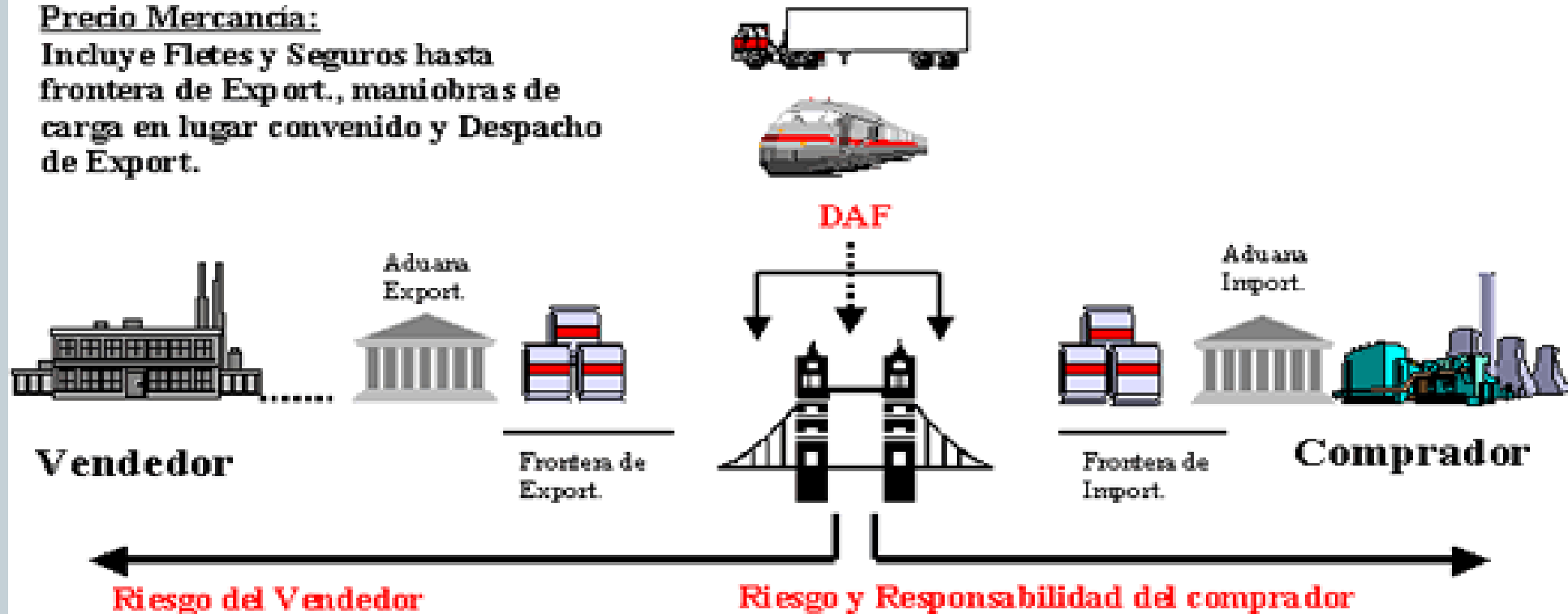
DAF

61

TRANSFERENCIA DE LA RESPONSABILIDAD

Precio Mercancia:

Incluye Fletes y Seguros hasta frontera de Export., maniobras de carga en lugar convenido y Despacho de Export.



Riesgo del Vendedor

- Contratar Transporte y Seguro hasta punto de destino
- Entregar en el lugar convenido
- Efectuar despacho de Export.

Riesgo y Responsabilidad del comprador

- Efectuar el despacho de Importación

- (...named **port** of destination)
- This term is used for ocean shipments only.
- The **seller** has to bear all the costs and risks involved in bringing the goods to the named port of destination **before discharging**.
- The passing of the risks when the goods made available for unloading to the buyer.



DES

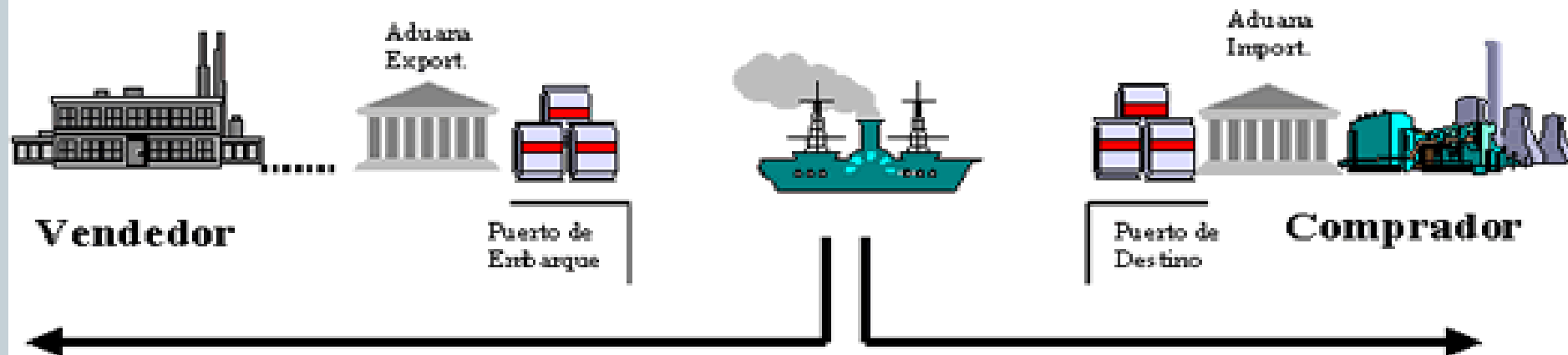
63

TRANSFERENCIA DE LA RESPONSABILIDAD

Precio Mercancia:

Incluye Fletes, Maniobras y Seguro hasta puerto de destino, y Despacho de Export.

DES



Riesgo y Responsabilidad del Vendedor

- Contratar Transporte y Seguro hasta puerto de destino
- Entregar a bordo del buque en puerto de destino
- Efectuar despacho de Export.

Riesgo del Comprador

- Efectuar despacho de Import.

- (...named **port** of destination)
- This term is used for ocean shipments only.
- The **seller** has to bear all the costs and risks involved in bringing the goods to the named port of destination **and discharging the goods on the quay.**
- The passing of risk occurs when the goods have been unloaded at the port of destination.

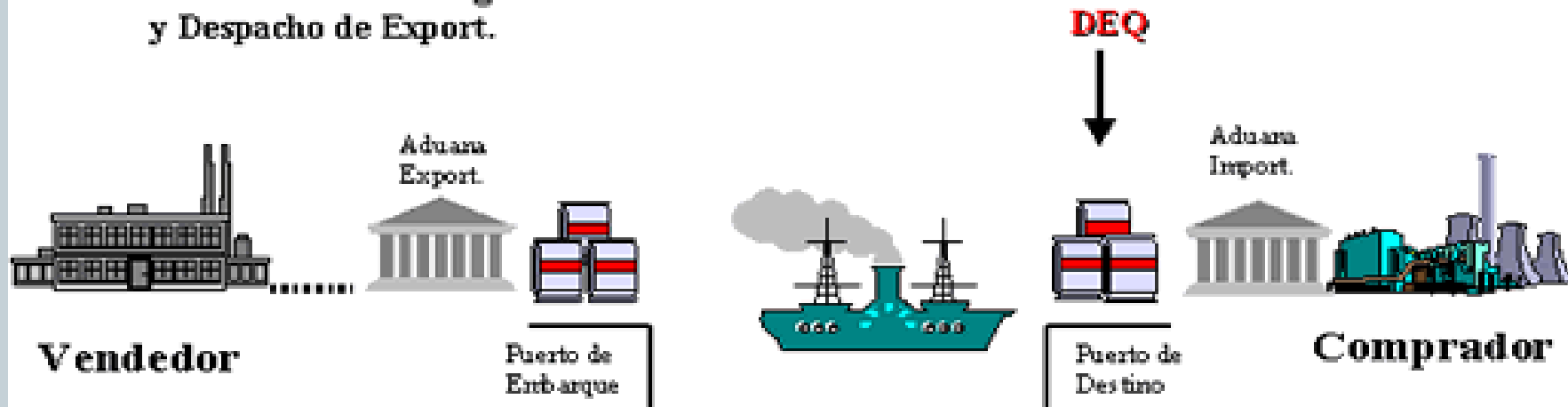
DEQ

65

TRANSFERENCIA DE LA RESPONSABILIDAD

Precio Mercancia:

Incluye Fletes y Seguro hasta puerto de destino, Maniobras de descarga y Despacho de Export.



Riesgo y Responsabilidad del Vendedor

- Contratar Transporte y Seguro hasta puerto de destino
- Entregar al costado del buque en puerto de destino
- Efectuar despacho de Export.

Riesgo del Comprador

- Efectuar despacho de Import.

Delivery Duty Unpaid

66

- (...named destination place)
- This term is used for any mode of transportation.
- The **seller** delivers the goods to the buyer to the named destination place → not unloaded and cleared
- The **buyer** bears the costs and risks for the unloading, duty and any subsequent delivery beyond the place of destination.

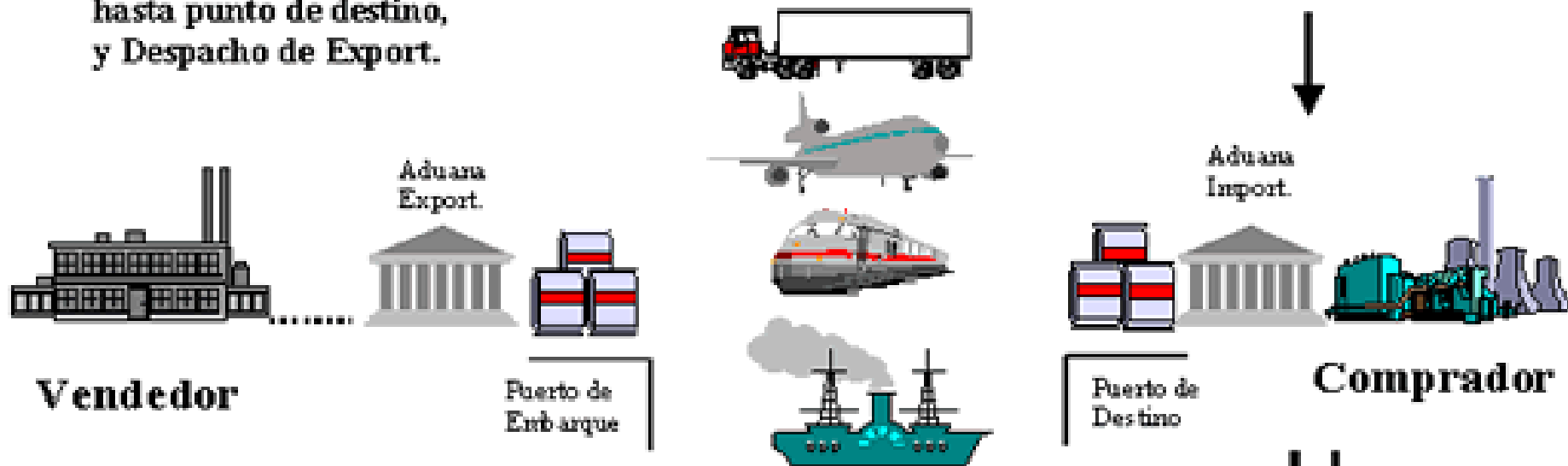
DDU

67

TRANSFERENCIA DE LA RESPONSABILIDAD

Precio Mercancía:
Incluye Fletes y Seguro
hasta punto de destino,
y Despacho de Export.

DDU



Vendedor

Puerto de Embarque

Puerto de Destino

Comprador

Riesgo y Responsabilidad del Vendedor

- Contratar Transporte y Seguro hasta punto de destino
- Entregar después de cruzar la frontera sin Despacho de Import.
- Efectuar despacho de Export.

Riesgo del Comprador

- Efectuar despacho de Import.

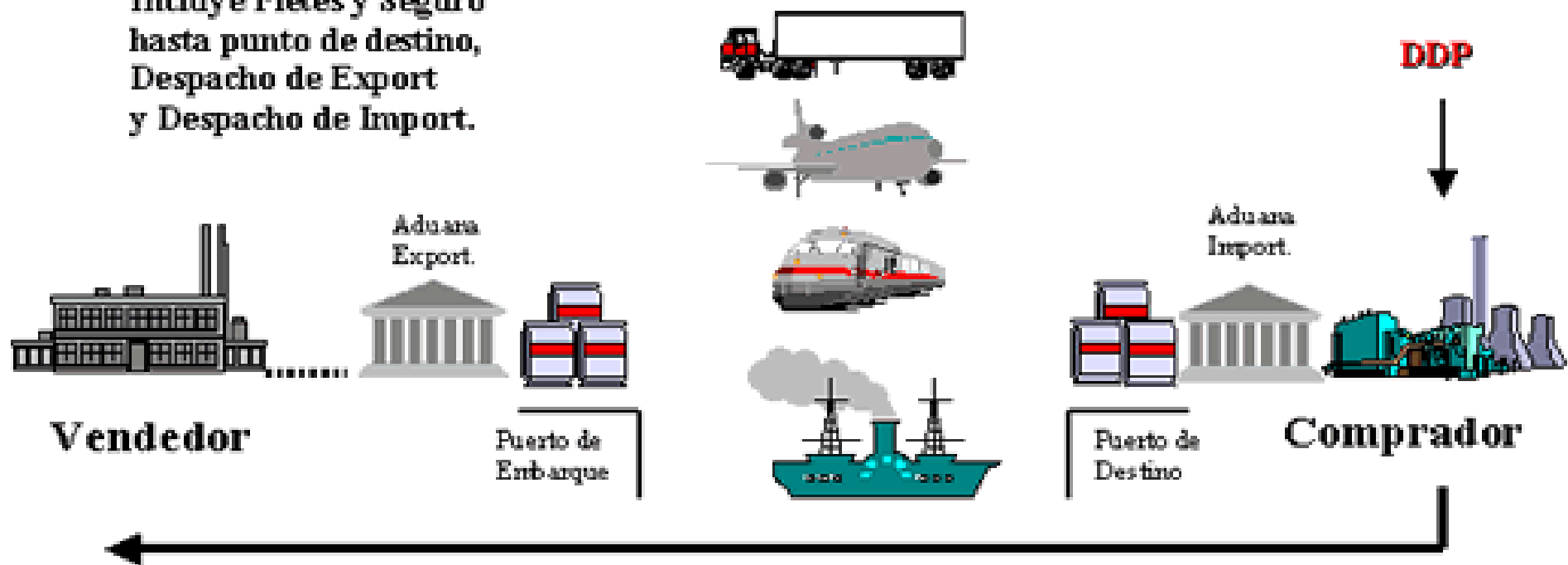
- (...named destination place)
- This term is used for any mode of transportation.
- The **seller** pays for all transportation costs and bears all risk until the goods have been delivered and pays the duty.
- DDP represents the maximum obligation for the **seller**.

DDP

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TRANSFERENCIA DE LA RESPONSABILIDAD

Precio Mercancía:
Incluye Fletes y Seguro
hasta punto de destino,
Despacho de Export
y Despacho de Import.



Riesgo y Responsabilidad del Vendedor

- Contratar Transporte y Seguro hasta punto de destino
- Entregar en punto convenido en país de destino.
- Efectuar despacho de Export. y Despacho de Import. en país de destino

INCOTERMS 2010

70

- The DAF, DES, DEQ, and DDU designations have been eliminated.
- They have been added:
 - **-DAT (Delivered at Terminal)** → it replaces DEQ.
 - **-DAP (Delivered at Place)** → it replaces DAF, DES, DEQ and DDU.
- They attempt to better take into account the role cargo security and electronic data interchange now play in international trade.

DAT

71

- DAT (Delivered at Terminal) replaces DEQ (Delivered ex Quay). DAT may be used irrespective of the mode of transport selected and may also be used where more than one mode of transport is employed.
- “Delivered at Terminal” means that the seller delivers when the goods, having been unloaded from the arriving means of transport, are placed at the buyer’s disposal at a named terminal at the named port or place of destination.
- DAT requires the seller to clear the goods for export where applicable but the seller has no obligation to clear the goods for import, pay any import duty or carry out any import customs formalities. It was considered that DAT would prove more useful than DEQ in the case of containers that might be unloaded and then loaded into a container stack at the terminal, awaiting shipment. There was previously no term clearly dealing with containers that were not at the buyer’s premises.
- .

DAP

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- DAP (Delivered at Place) replaces DAF, DES, DEQ and DDU. The arriving “vehicle” under DAP could be a ship and the named place of destination could be a port. Consequently, the ICC considered that DAP could safely be used instead of DES and that it would make the Rules more “user-friendly” if they abolished terms that were fundamentally the same. Again, a seller under DAP bears all the costs (other than any import clearance costs) and risks involved in bringing the goods to the named destination

Bibliography:

- Socorro Trujillo, K. (2008): *“Aspectos textuales y terminológicos de documentos mercantiles del comercio internacional: Herramientas aplicables a la formación de traductores”*. Servicio de publicaciones y difusión científica. Universidad de las Palmas de Gran Canaria.
- Páginas web:
- [http://www.docstoc.com/docs/15098563/COMMERCIAL-INVOICE-\(FACTURA-COMERCIAL\)](http://www.docstoc.com/docs/15098563/COMMERCIAL-INVOICE-(FACTURA-COMERCIAL))
- http://www.dhl-usa.com/resources/commercialinvoice_0701.pdf
- [http://www.camaragijon.es/contenidos/documentos/Qux es una factura comercial.pdf](http://www.camaragijon.es/contenidos/documentos/Qux_es_una_factura_comercial.pdf)
- <http://profesionales.net/blog/2009/08/25/factura-comercial-requisitos-del-contenido/>
- http://forms.nih.gov/adobe/procurement/nh1884_1.pdf
- <http://apostille.us/Documents/Document Commercial Invoice.shtml>
- <http://www.exporthelp.co.za/documentation/commercial.html>

- <http://fedex.com/international/document-overview/commercial-invoice.html>
- <http://www.globaltrade.net/international-trade-import-exports/f/business/text/United-Kingdom/Investing-Trade-Regulations-and-Standards-in-the-UK.html>
- <http://www.iccwbo.org/incoterms/>
<http://www.comercio-exterior.es/es/action-diccionario.diccionario+idioma-223+l-F+p-858+pag-/Diccionario+de+comercio+exterior/factura+comercial.htm>
- <http://www.businessdictionary.com/definition/commercial-invoice.html>
- <http://www.serautonomo.net/tipos-de-factura.html>
- <http://www.modelofactura.net/category/factura>
- http://www.exporthelp.org/modules/17_documentation/importer/commercial_invoice.html
- http://www.exportvirginia.org/fast_facts/Current/FF_Issues_INCO_Terms.pdf