

國際貿易條規

2000 International Commercial Terms

INCOTERMS-2000

EXW EX works 工廠交貨(.....指定地點)

(賣方工廠交貨條件)

"Ex works" means that the seller delivers when he places the goods at the disposal of the buyer at the seller's premises or another named place (i.e. works, factory, warehouse, etc.) not cleared for export and not loaded on any collecting vehicle.

This term thus represents the minimum obligation for the seller, and the buyer has to bear all costs and risks involved in taking the goods from the seller's premises.

However, if the parties wish the seller to be responsible for the loading of the goods on departure and to bear the risks and all the costs of such loading, this should be made clear by adding explicit wording to this effect in the contract of sale. This term should not be used when the buyer cannot carry out the export formalities directly or indirectly. In such circumstances, the FCA term should be used, provided the seller agrees that he will load at his cost and risk.

"工廠交貨(.....指定地點)"係指當賣方於其所在地或其他指定地點(如工廠、工廠或倉庫)將貨物交給買方處置時，即完成交貨，賣方不辦理出口報關手續或將貨物裝上任何運送工具。

此條件代表賣方承擔之責任最小。買方必須承擔賣方所在地受領貨物之全部費用及風險。

然若雙方希望於起運時賣方負責裝載貨物並承擔裝載貨物之全部費用及風險時，則須在買賣契約中明確載明。於買方無法直接或間接辦理出口手續，且賣方同意裝載貨物並承擔費用及風險時，不應使用此條件，而應使用 FCA 條件。

A THE SELLER'S OBLIGATIONS

B THE BUYER'S OBLIGATIONS

A1 Provision of goods in conformity with the contract

The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.

B1 Payment of the price

The buyer must pay the price as provided in the contract of sale.

A2 Licences, authorisations and formalities

The seller must render the buyer, at the latter's request, risk and expense, every, assistance in obtaining, where applicable, any export licence or other official authorisation necessary for the

A 賣方義務

B 買方義務

A1 提供符合契約規定之貨物

賣方必須提供符合買賣契約規定之貨物及商業發票或具同等作用之電子訊息，及契約可能要求、證明貨物符合契約規定之其他任何憑證。

B1 支付價款

買方必須依照買賣契約規定支付價款。

A2 許可證、其他許可及手續

應買方要求並由其承擔風險及費用，於需要辦理海關手續時，賣方必須給予買方一切協助，以幫助買方取得為貨物出

export of the goods.

B2 Licences, authorisations and formalities

The buyer must obtain at his own risk and expense any export and import licence or other official authorisation and carry out, where applicable all customs formalities for the export of the goods.

A3 Contracts of carriage and insurance

a) Contract of carriage No obligation.

b) Contract of insurance No obligation.

B3 Contracts Of carriage and insurance

a) Contract of carriage No obligation.

b) Contract of insurance No obligation.

A4 Delivery

The seller must place the goods at the disposal of the buyer at the named place of delivery, not loaded on any collecting vehicle, on the date or within the period agreed or, if no such time is agreed, at the usual time, for delivery of such goods. If no specific point has been agreed within the named place, and if there are several points available, the seller may select the point at the place of delivery which best suits his purpose.

B4 Taking delivery

The buyer must take delivery of the goods where they have been delivered in accordance with A4 and A7/B7.

A5 Transfer of risks

The seller must, subject to the provisions of B5, bear all risks of loss of or damage to the goods until such time as they have been delivered in accordance with A4.

B5 Transfer of risks

buyer must bear all risks of loss of or damage to the goods

from the time, they have been delivered in accordance with A4; and

from the agreed date or the expiry date of any period fixed for taking delivery which arise because he fails to give notice in accordance with B7, provided, however, that the goods has been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

A6 Division of costs

The seller must, subject to the provisions of B6, pay all costs

口所需之出口許可證或其他官方許可。

B2 許可證、其他許可及手續

買方必須自負風險及費用，取得任何出口及進口許可證或其他官方許可，於需要辦理海關手續時，並辦理貨物出口之一切海關手續。

A3 運送契約與保險契約

a)運送契約 無義務。

b)保險契約 無義務。

B3 運送契約與保險契約

a)運送契約 無義務。

b)保險契約 無義務。

A4 交貨

賣方必須依照契約約定之日期或期限，或如未約定日期或期限，則依照交付此類貨物之慣常時間，於指定地點將未置於任何運送車輛上之貨物交給買方處置。若於指定地點內未約定具體交貨點，或有數交貨點可使用，則賣方可在數交貨地點中選擇最適合其目的之交貨點。

B4 受領貨物

買方必須於賣方依照 A4 及 A7/B7 規定交貨時受領貨物。

A5 風險移轉

除 B5 規定者外，賣方必須承擔貨物滅失或損壞之一切風險，以迄已依照 A4 規定交貨為止。

B5 風險移轉

買方必須依照下列規定承擔貨物滅失或損壞之一切風險：

自依照 A4 規定交貨之時起；及

由於買方未依照 B7 規定通知賣方，則自約定之交貨日期或交貨期限屆滿之日起，但以該貨物已正式劃歸契約項下，即清楚地劃出或以其他方式確定為契約項下之貨物為限。

A6 費用劃分

除 B6 規定外，賣方必須負擔與貨物有關之一切費用，以迄已依照 A4 規定交

relating to the goods until such time as they have been delivered in accordance with A4.

B6 Division of costs

The buyer must pay all costs relating to the goods from the time they have been delivered in accordance with A4; and any additional costs incurred by failing either to take delivery of the goods when they have been placed at his disposal, or to give appropriate notice in accordance with B7 provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods; and where applicable, all duties, taxes and other charges as well as the costs of carry out customs formalities payable upon export.

The buyer must reimburse all costs and charges incurred by the seller in rendering assistance in accordance with A2.

A7 Notice to the buyer

The seller must give the buyer sufficient notice as to when and where the goods will be placed at his disposal.

B7 Notice to the seller

The buyer must, whenever he is entitled to determine the time within an agreed period and/or the place of taking delivery, give the seller sufficient notice thereof.

A8 Proof of delivery, transport document or equivalent electronic messages

No obligation.

B8 Proof of delivery, transport document or equivalent electronic messages

The buyer must provide the seller with appropriate evidence of having taken delivery.

A9 Checking –packing–marking

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) which are necessary for the purpose of placing the goods at the buyer's disposal.

The seller must provide at his own expense packaging (unless it is usual for the particular trade to make the goods of the contract description available unpacked) which is required for the transport of the goods, to the extent that the circumstances relating to the transport (for example modalities, destination) are made known to the seller before the contract of sale is concluded. Packaging is to be marked appropriately.

B9 Inspection of goods

The buyer must pay the costs of any pre-shipment inspection,

貨為止。

B6 費用劃分

買方必須支付自依照 A4 規定交貨之時起與貨物有關之一切費用；及於貨物交給買方處置而買方未受領貨物或未依照 B7 規定給予賣方相應通知而發生之任何額外費用，然以該貨物已正式劃歸契約項下，即清楚地劃出或以其他方式確定為契約項下之貨物為限；及於需要辦理海關手續時，貨物出口應繳納之一切關稅、稅捐及其他費用，及辦理海關手續之費用。買方必須償付賣方依照 A2 規定給予協助時所發生之一切費用。

A7 通知買方

賣方必須給予買方有關貨物將於何時何地交給買方處置之充分通知。

B7 通知賣方

一旦買方有權確定於約定期限內受領貨物之具體時間及/或地點時，買方必須就此給予賣方充分通知。

A8 交貨憑證、運送單據或具同等作用之電子訊息

無義務。

B8 交貨憑證、運送單據或具同等作用之電子訊息

買方必須向賣方提供已受領貨物之適當憑證。

A9 查對、包裝、標記

賣方必須支付為將貨物交給買方處置所需進行之查對費用(如查對貨物品質、丈量、過磅、點數之費用)。

賣方必須自付費用提供依照賣方於訂立契約前已知有關該貨物運送(如運送方式、目的地)所要求之包裝(然依照相關行業慣例，契約所指貨物通常無需包裝者除外)。包裝應予以適當地標記。

B9 貨物檢驗

買方必須支付任何裝運前檢驗之費用，包括出口國有關當局強制進行之檢驗。

including inspection mandated by the authorities of the country of export.

A10 Other obligations

The seller must render the buyer at the latter's request, risk and expense, every assistance in obtaining any documents or equivalent electronic messages issued or transmitted in the country of delivery and/or of origin which the buyer may require for the export and/or import of the goods and, where necessary, for their transit through any country.

The seller must provide the buyer, upon request, with the necessary information for procuring insurance.

B10 Other obligations

The buyer must pay all costs and charges incurred in obtaining the documents or equivalent electronic messages mentioned in A10 and reimburse those incurred by the seller in rendering his assistance in accordance therewith.

A10 其他義務

應買方要求並由其承擔風險及費用，賣方必須給予買方一切協助，以幫助其取得由交貨地國及/或原產地國所簽發或傳送為買方出口及/或進口貨物可能要求及必要時從他國過境所需之任何單據或具同等作用之電子訊息。

應買方要求，賣方必須向買方提供投保所需之資訊。

B10 其他義務

買方必須支付因取得 A10 所述單據或具同等作用之電子訊息而發生之一切費用，並償付賣方給予協助時所發生之費用。

FCA Free Carrier 交至運送人(.....指定地點)

(貨交運送人條件)

"Free Carrier" means that the seller delivers the goods, cleared for export, to the carrier nominated by the buyer at the named place. It should be noted that the chosen place of delivery has an impact on the obligations of loading and unloading the goods at that place. If delivery occurs at the seller's premises, the seller is responsible for loading. If delivery occurs at any other place, the seller is not responsible for unloading.

This term may be used irrespective of the mode of transport, including multimodal transport.

"Carrier" means any person who, in a contract of carriage, undertakes to perform or to procure the performance of transport by rail, road, air, sea, inland waterway or by a combination of such modes.

If the buyer nominates a person other than a carrier to receive the goods, the seller is deemed to have fulfilled his obligation to deliver the goods when they are delivered to that person.

A THE SELLER'S OBLIGATIONS

B THE BUYER'S OBLIGATIONS

A1 Provision of goods in conformity with the contract

The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.

B1 Payment of price

The buyer must pay the price as provided in the contract of sale.

A2 Licences, authorisations and formalities

The seller must obtain at his own risk and expense any export licence or other official authorisation and carry out, where applicable, all customs formalities necessary for the export of the goods.

B2 Licences, authorisations and formalities

The buyer must obtain at his own risk and expense any import licence or other official authorisation and carry out, where applicable, all customs formalities for the import of the goods and for their transit through any country.

A3 Contracts of carriage and insurance

a) Contract of carriage

“貨交運送人(.....指定地點)”係指賣方只要將貨物於指定地點交給買方指定之運送人，並辦理出口結關手續，即完成交貨。需要說明之是，交貨地點之選擇對於在該地點裝貨及卸貨之義務會產生影響。若賣方於其所在地交貨，則賣方應負責裝貨，若賣方於任何其他地點交貨，賣方不負責卸貨。

此條件可用於各種運送方式，包括多式聯運。

“運送人”指任何人依運送契約，承諾透過鐵路、公路、空運、海運、內河運送或上述運送之聯合方式履行運送或由他人履行運送。

若買方指定運送人以外之人領取貨物，則當賣方將貨物交給此人時，即視為已履行交貨義務。

A 賣方義務

B 買方義務

A1 提供符合契約規定之貨物

賣方必須提供符合買賣契約規定之貨物及商業發票或具同等作用之電子訊息，及契約可能要求、證明貨物符合契約規定之其他任何憑證。

B1 支付價款

買方必須依照買賣契約規定支付價款。

A2 許可證、其他許可及手續

賣方必須自負風險及費用，取得任何出口許可證或其他官方許可，並於需要辦理海關手續時，辦理貨物出口所需要之一切海關手續。

B2 許可證、其他許可及手續

買方必須自負風險及費用，取得任何進口許可證或其他官方許可，並於需要辦理海關手續時，辦理貨物進口及從他國過境之一切海關手續。

A3 運送契約與保險契約

a) 運送契約

No obligation. However, if requested by the buyer or if it is Commercial practice and the buyer does not give an instruction to the contrary in due time, the seller may contract for carriage on usual terms at the buyer's risk and expense. In either case, the seller may decline to make the contract and, if he does, shall Promptly notify the buyer accordingly.

b) Contract of insurance

No obligation

B3 Contracts of carriage and insurance

a) Contract of carriage

The buyer must contract at his own expense for the carriage of the goods from the named place, except when the contract of carriage, is made by the seller as provided for in A3 a).

b) Contract of insurance

No obligation.

A4 Delivery

The seller must deliver the goods to the carrier or another person nominated by the buyer, or chosen by the seller in accordance with A3 a), at the named place on the date or within the period agreed for delivery.

Delivery is completed,

a) If the named place is the seller's premises, when the goods have been loaded on the means of transport provided by the carrier nominated by the buyer or another person acting on his behalf.

b) If the named place is anywhere other than a), when the goods are placed at the disposal of the carrier or another person nominated by the buyer, or chosen by the seller in accordance with A3 a) on the seller's means of transport not unloaded.

If no specific point has been agreed within the named place, and if there are several points available, the seller may select the point at the place of delivery which best suits his purpose.

Failing precise instructions from the buyer, the seller may deliver the goods for carriage in such a manner as the transport mode and/or the quantity and/or nature of the goods may require.

B4 Taking delivery

The buyer must take delivery of the goods when they have been delivered in accordance with A4.

A5 Transfer of risks

The seller must, subject to the provisions of B5, bear all risks of loss of or damage to the goods until such time as they have been delivered in accordance with A4.

無義務。然若買方要求，或如是商業慣例而買方未適時給予賣方相反指示，則賣方可依通常條件訂立運送契約，費用及風險由買方承擔。於任一情況下，賣方均可拒絕訂立此契約；如拒絕，則應立即通知買方。

b)保險契約

無義務。

B3 運送契約與保險契約

a)運送契約

買方必須自負費用訂立自指定之地點運送貨物之契約，賣方依照 A3 a)訂立運送契約時除外。

b)保險契約

無義務。

A4 交貨

賣方必須於指定之交貨地點，於約定之交貨日期或期限內，將貨物交付給買方指定之運送人或其他人，或由賣方依 A3 a)選定之運送人或其他人。

交貨在下列時候完成：

a)若指定之地點為賣方所在地，則當貨物被裝上買方指定之運送人或代表買方之其他人提供之運送工具時。

b)若指定之地點非賣方所在 a)而是其他任何地點，則當貨物於賣方之運送工具上，尚未卸貨而交給買方指定之運送人或其他人或由賣方依照 A3 a)選定之運送人或其他人之處置時。

若所指定之地點未決定具體交貨點，且有數具體交貨點可供選擇時，賣方可於指定之地點選擇最適合其目的之交貨點。

若買方未明確指示，則賣方可依據運送方式及/或貨物之數量及/或性質將貨物交付運送。

B4 受領貨物

買方必須於賣方依 A4 規定交貨時，受領貨物。

A5 風險移轉

除 B5 規定者外，賣方必須承擔貨物滅失或損壞之一切風險，以迄已依照 A4 規定交貨為止。

B5 Transfer of risks

The buyer must bear all risks of loss of or damage to the goods from the time they have been delivered in accordance with A4; and

from the agreed date or the expiry date of any agreed period for delivery which arise either because he fails to nominate the carrier or another person in accordance with A4, or because the carrier or the party nominated by the buyer fails to take the goods into his charge at the agreed time, or because the buyer fails to give appropriate notice in accordance with B7, provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

A6 Division of costs

The seller must, subject to the provisions of B6, pay all costs relating to the goods until such time as they have been delivered in accordance with A4; and where applicable, the costs of customs formalities as well as all duties, taxes, and other charges payable upon export.

B6 Division of costs

The buyer must pay all costs relating to the goods from the time they have been delivered in accordance with A4; and any additional costs incurred, either because he fails to nominate the carrier or another person in accordance with A4 or because the party nominated by the buyer fails to take the goods into his charge at the agreed time, or because he has failed to give appropriate notice in accordance with B7, provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods; and

where applicable, all duties, taxes and other charges well as the costs of carrying out customs formalities payable upon import of the goods and for their transit through any country.

A7 Notice to the buyer

The seller must give the buyer sufficient notice that the goods have been delivered in accordance with A4. Should the carrier fail to take delivery in accordance with A4 at the time agreed, the seller must notify the buyer accordingly.

B7 Notice to the seller

The buyer must give the seller sufficient notice of the name of the party designated in A4, where necessary specify the mode of transport, as well as the date or period for delivering the goods to him and, as the case may be, the point within the place where the goods should be delivered to that party.

A8 Proof of delivery, transport document or equivalent electronic message

B5 風險移轉

買方必須依下述規定承擔貨物滅失或損壞之一切風險：
自依 A4 規定交貨之時起；及

由於買方未依照 A4 規定指定運送人或其他人，或其指定之運送人或其他人未於約定時間接管貨物，或買方未依 B7 規定給予賣方相應通知，則自約定之交貨日期或交貨期限屆滿之日起，然以該項貨物已正式劃歸契約項下，即清楚地劃出或以其他方式確定為契約項下之貨物為限。

A6 費用劃分

除 B6 規定者外，賣方必須支付與貨物有關之一切費用，以迄已依 A4 規定交貨為止；及
於需要辦理海關手續時，貨物出口應辦理之海關手續費用及出口應繳納之一切關稅、稅捐及其他費用。

B6 費用劃分

買方必須支付自依 A4 規定交貨之時起與貨物有關之一切費用；及
由於買方未依 A4 規定指定運送人或其他人、或由於買方指定之人未於約定之時間內接管貨物、或由於買方未依 B7 規定給予賣方相應通知而發生之任何額外費用，然以該項貨物已正式劃歸契約項下，即清楚地劃出或以其他方式確定為契約項下之貨物為限。

於需要辦理海關手續時，貨物進口應繳納之一切關稅、稅捐及其他費用，及辦理海關手續之費用及從他國過境之費用。

A7 通知買方

賣方必須給予買方說明貨物已依 A4 規定交付給運送人之充分通知。若於約定時間運送人未依規定接收貨物，則賣方必須相對地通知買方。

B7 通知賣方

買方必須就依 A4 規定指定之人之名稱給予賣方充分通知，並依據需要指明運送方式及向該指定之人交貨之日期或期限，及依情況在指定之地點內之具體交貨點。

A8 交貨憑證、運送單據或具同等作用之電子訊息

The seller must provide the buyer at the seller's expense with the usual proof of delivery, of the goods in accordance with A4.

賣方必須自負費用向買方提供證明依 A4 規定交貨之通常單據。

Unless the document referred to in the preceding paragraph is the transport document, the seller must render the buyer at the latter's request, risk and expense, every assistance in obtaining a transport document for the contract of carriage (for example a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document).

除前項所述單據為運送單據外，否則，應買方要求並由其承擔風險及費用，賣方必須給予買方一切協助，以取得有關運送契約之運送單據(如可轉讓提單、不可轉讓海運單、內河運送單據、空運單、鐵路託運單、公路託運單或多式聯運單據)。

When the seller and the buyer have agreed to communicate electronically, the document referred to in the preceding paragraph may be replaced by an equivalent electronic data interchange (EDI) message.

如買賣雙方約定使用電子方式通訊，則前項所述單據可使用具同等作用之電子資料交換(EDI)訊息代替之。

B8 Proof of delivery, transport document or equivalent electronic message

B8 交貨憑證、運送單據或具同等作用之電子訊息

The buyer must accept the proof of delivery in accordance with A8.

買方必須接受依 A8 規定提供之交貨憑證。

A9 Checking –packing-marking

A9 查對、包裝、標記

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) which are necessary for the purpose of delivering the goods in accordance with A4.

賣方必須支付為依照 A4 交貨所需進行之查對費用(如核對貨物品質、丈量、過磅、點數之費用)。

The seller must provide at his own expense packaging (unless it is usual for the particular trade to send the goods of the contract description unpacked) which is required for the transport of the goods, to the extent that the circumstances relating to the transport (for example modalities, destination) are made known to the seller before the contract of sale is concluded. Packaging is to be marked appropriately.

賣方必須自付費用提供依賣方於訂立買賣契約前已知之有關該貨物運送(如運送方式、目的地)所要求之包裝(然依相關行業慣例，契約所述貨物通常無需包裝發運者除外)。包裝應為適當標記。

B9 Inspection of goods

B9 貨物檢驗

The buyer must pay the costs of any pre-shipment inspection except when such inspection is mandated by the authorities of the country of export.

買方必須支付任何裝運前檢驗之費用，然出口國有關當局強制進行之檢驗除外。

A10 Other obligations

A10 其他義務

The seller must render the buyer at the latter's request, risk and expense, every assistance in obtaining any documents or equivalent electronic messages (other than those mentioned in A8) issued or transmitted in the country of delivery and/or of origin which the buyer may require for the import of the goods and, where necessary, for their transit through any country.

應買方要求並由其承擔風險及費用，賣方必須給予買方一切協助，以幫助買方取得由裝運地國及/或原產地國所簽發或傳送、為買方進口貨物可能要求及必要時從他國過境所需要之任何單據或具同等作用之電子訊息(A8 所列之除外)。應買方要求，賣方必須向買方提供投保所需之資訊。

The seller must provide the buyer, upon request, with the necessary information for procuring insurance.

B10 other obligations.

B10 其他義務

The buyer must, pay all costs and charges incurred in obtaining the documents or equivalent electronic messages mentioned in A10 and reimburse those incurred by the seller in rendering his

買方必須支付因取得 A10 所述單據或電子訊息而發生之一切費用，並償付賣方依該款給予協助及依照 A3 a) 訂立運送契約所發生之費用。

assistance in accordance therewith and in contracting for carriage in accordance with A3 a) .

The buyer must give the seller appropriate instructions whenever the seller's assistance in contracting for carriage is required in accordance with A3 a).

當買方依 A3a) 規定要求賣方協助訂立運送契約時，買方必須給予賣方相應之指示。

FAS Free Along Side 船邊交貨(.....指定裝貨港)

(出口港船邊交貨價)

“Free Alongside Ship” means that the seller delivers when the goods are placed alongside the vessel at the named port of shipment. This means that the buyer has to bear all costs and risks of loss of or damage to the goods from that moment.

The FAS term requires the seller to clear the goods for export. THIS IS A REVERSAL FROM PREVIOUS INCOTERMS VERSIONS WHICH REQUIRED THE BUYER TO ARRANGE FOR EXPORT CLEARANCE.

However, if the parties wish the buyer to clear the goods for export, this should be made clear by adding explicit wording to this effect in the contract of sale.

This term can be used only for sea or inland waterway transport.

A THE SELLER'S OBLIGATIONS

B THE BUYER'S OBLIGATIONS

A1 Provision of goods in conformity with the contract

The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.

B1 Payment of the price

The buyer must pay the price as provided in the contract of sale.

A2 Licences, authorization and formalities

The seller must obtain at his own risk and expense any export licence or other official authorization and carry out, where applicable, all customs formalities necessary for the export of the goods.

B2 Licences, authorization and formalities

The buyer must obtain at his own risk and expense any import licence or other official authorization and carry out, where applicable, all customs formalities for the import of the goods and for their transit through any country.

A3 Contracts of carriage and insurance

a) Contract of carriage

No obligation.

b) Contract of insurance

No obligation.

“船邊交貨(.....指定裝貨港)”係指賣方於指定之裝貨港將貨物交到船邊，即完成交貨。買方必須承擔自那時起貨物滅失或損壞之一切風險。

FAS 條件要求賣方辦理出口結關手續。此點與以前版本之內容相反，以前版本要求買方安排辦理出口手續。

然如當事方希望買方辦理出口手續，需於買賣契約中明確寫明。

此條件僅適用於海運或內河運送。

A 賣方義務

B 買方義務

A1 提供符合契約規定之貨物

賣方必須提供符合買賣契約規定之貨物及商業發票或具同等作用之電子訊息，及契約可能要求、證明貨物符合契約規定之其他任何憑證。

B1 支付價款

買方必須依買賣契約規定支付價款。

A2 許可證、其他許可及手續

賣方必須自負風險及費用，取得任何出口許可證或其他官方許可，並於需要辦理海關手續時，辦理貨物出口所需之一切海關手續。

B2 許可證、其他許可及手續

買方必須自負風險及費用，取得任何進口許可證或其他官方許可，並於需要辦理海關手續時，辦理貨物進口及從他國過境所需之一切海關手續。

A3 運送契約及保險契約

a) 運送契約

無義務。

b) 保險契約

無義務。

B3 Contracts of carriage and insurance

a) Contract of carriage

The buyer must contract at his own expense for the carriage of the goods from the named port of shipment.

b) Contract of insurance

No obligation.

A4 Delivery

The seller must place the goods alongside the vessel nominated by the buyer at the loading place named by the buyer at the named port of shipment on the date or within the agreed period and in the manner customary at the port.

B4 Taking delivery

The buyer must take delivery of the goods when they have been delivered in accordance with A4.

A5 Transfer of risks

The seller must, subject to the provisions of B5, bear all risks of loss of or damage to the goods until such time as they have been delivered in accordance with A4.

B5 Transfer of risks

The buyer must bear all risks of loss of or damage to the goods from the time they have been delivered in accordance with A4; and

from the agreed date or the expiry date of the agreed period for delivery which arise because he fails to give notice in accordance with B7, or because the vessel nominated by him fails to arrive on time, or is able to take the goods, or closes for cargo earlier than the time notified in accordance with B7, provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

A6 Division of costs

The seller must, subject to the provisions of B6, pay all costs relating to the goods until such time as they have been delivered in accordance with A4; and where applicable, the costs of customs formalities as well as all duties, taxes, and other charges payable upon export.

B6 Division of costs

The buyer must pay all costs relating to the goods from the time they have been delivered in accordance with A4; and any additional costs incurred, either because the vessel nominated by him has failed to arrive on time, or is unable to take the goods,

B3 運送契約及保險契約

a) 運送契約

買方必須自付費用訂立於指定裝貨港運送貨物之契約。

b) 保險契約

無義務。

A4 交貨

賣方必須於買方指定之裝貨港，於買方指定之裝貨地點，於約定之日期或期限內，依該港習慣方式將貨物交至買方指定之船邊。

B4 受領貨物

買方必須於賣方依 A4 規定交貨時受領貨物。

A5 風險移轉

除 B5 另有規定外，賣方必須承擔貨物滅失或損壞之一切風險，以迄已依 A4 規定交貨為止。

B5 風險移轉

買方必須依照下述規定承擔貨物滅失或損壞之一切風險：

自依 A4 規定交貨時起；及

由於買方未依 B7 規定通知賣方，或其指定之船舶未按時到達，或未接收貨物，或較依 B7 通知之時間提早停止裝貨，則自約定之交貨日期或期限屆滿時起，然以該項貨物已劃歸於契約項下，即明確保留或以其他方式確定為契約項下之貨物為限。

A6 費用劃分

除 B6 規定外，賣方必須支付與貨物有關之一切費用，以迄已依 A4 規定交貨為止；及

於需要辦理海關手續時，貨物出口應辦理之海關手續費用及應繳納之關稅、稅捐及其他費用。

B6 費用劃分

買方必須支付

依 A4 規定交貨時與貨物有關之一切費用；及

由於買方指定之船舶未按時到達，或未裝載上述貨物或較依照 B7 通知之時間

or closes for cargo earlier than the time notified in accordance with B7, or because the buyer has failed to give appropriate notice in accordance with B7 provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods; and where applicable, all duties, taxes and other charges as well as the costs of carrying out customs formalities payable upon import of the goods and for their transit through any country.

A7 Notice to the buyer

The seller must give the buyer sufficient notice that the goods have delivered alongside the nominated vessel.

B7 Notice to the seller

The buyer must give the seller sufficient notice of the vessel name, loading point and required delivery time.

A8 Proof of delivery, transport document or equivalent electronic message

The Seller must provide the buyer at the seller's expense with the proof of delivery of the goods in accordance with A4.

Unless the document referred to in the preceding paragraph is the transport document, the seller must render the buyer at the latter's request, risk and expense, every assistance in obtaining a transport document (for example a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document).

When the seller and the buyer have agreed to communicate electronically, the document referred to in the preceding paragraphs may be replaced by, an equivalent electronic data interchange (EDI) message.

B8 Proof of delivery, transport document or equivalent electronic message

The buyer must accept the proof of delivery in accordance with A8.

A9 Checking-packaging-marking

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) which are necessary for the purpose of delivering the goods in accordance with A4.

The seller must provide at his own expense packaging (unless it is usual for the particular trade to ship the goods of the contract description packed) which is required for the transport of the goods, to the extent that the circumstances relating to the transport (for example modalities, destination) are made known to the seller before the contract of sale is concluded. Packaging is to be marked appropriately.

B9 Inspection of goods

提早停止裝貨，或由於買方未依 B7 規定給予賣方相應之通知而發生之任何額外費用，但以該項貨物已正式劃歸契約項下，即清楚地劃出或以其他方式確定為契約項下之貨物為限；及在需要辦理海關手續時，貨物進口應繳納之一切關稅、稅捐及其他費用，及辦理海關手續之費用，及從他國過境之費用。

A7 通知買方

賣方必須給予買方說明貨物已交至指定之船邊之充分通知。

B7 通知賣方

買方必須給予賣方有關船名、裝船點及要求交貨時間之充分通知。

A8 交貨憑證、運送單據或具同等作用之電子訊息

賣方必須自付費用向買方提供證明依 A4 規定交貨之通常單據。

除前項所述單據為運送單據外，否則應買方要求並由其承擔風險及費用，賣方必須給予買方一切協助，以取得運送單據(如可轉讓提單、不可轉讓海運單、內河運送單據)。

如買賣雙方約定使用電子方式通訊，則前項所述單據可使用具同等作用之電子資料交換(EDI)訊息代替。

B8 交貨憑證、運送單據或具同等作用之電子訊息

買方必須接受依照 A8 規定提供之交貨憑證。

A9 查對、包裝、標記

賣方必須支付依 A4 交貨所需進行之查對費用(如核對貨物品質、丈量、過磅、點數之費用)。

賣方必須自付費用，提供依賣方訂立買賣契約前已知之有關該貨物運送(如運送方式、目的港)所要求之包裝(除非依照相關行業慣例，契約所述貨物無需包裝發運)。包裝應為適當標記。

B9 貨物檢驗

買方必須支付任何裝運前檢驗之費用，

The buyer must pay the costs of any pre-shipment inspection, except when such inspection is mandated by the authorities of the country of export.

A10 Other obligations

The seller must provide the buyer, at the latter's request, risk and expense, every assistance in obtaining any documents or equivalent electronic messages (other than those mentioned in A8) issued or transmitted in the country of shipment and/or of origin which the buyer may require for the import of the goods and, where necessary, for their transit through any country.

The seller must provide the buyer, upon request, with the necessary information for procuring insurance.

B10 Other obligations

The buyer must pay all costs and charges incurred in obtaining the documents or equivalent electronic messages mentioned in A10 and reimburse those incurred by the seller in rendering his assistance in accordance therewith.

然出口國有關當局強制進行之檢驗除外。

A10 其他義務

應買方要求並由其承擔風險及費用，賣方必須給予買方一切協助，以幫助買方取得由裝運地國及/或原產地國所簽發或傳送、為買方進口貨物可能要求或從他國過境所需之任何單據或具同等作用之電子訊息(A8所列之除外)。

應買方要求，賣方必須向買方提供投保所需之資訊。

B10 其他義務

買方必須支付因獲取 A10 所述單據或具同等作用之電子訊息所發生之一切費用，並償付賣方因給予協助而發生之費用。

FOB Free On Board 船上交貨(.....指定裝貨港)

(出口港船上交貨價)

“Free on Board” means that the seller delivers when the goods pass the ship's rail at the named port of shipment. This means that the buyer has to bear all costs and risks of loss of or damage to the goods from that point. The FOB term requires the seller to clear the goods for export. This term can be used only for sea or inland waterway transport. If the parties do not intend to deliver the goods across the ship's rail, the FCA term should be used.

“船上交貨(.....指定裝貨港)”係當貨物於指定之裝貨港越過船舷，賣方即完成交貨。其意味著買方必須從該點起承擔貨物滅失或損壞之一切風險。FOB 條件要求賣方辦理貨物出口結關手續。此條件僅適用於海運或內河運送。如當事各方無意越過船舷交貨，則應使用 FCA 條件。

A THE SELLER'S OBLIGATIONS

A 賣方義務

B THE BUYER'S OBLIGATIONS

B 買方義務

A1 Provision of goods in conformity with the contract

A1 提供符合契約規定之貨物

The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.

賣方必須提供符合買賣契約規定之貨物及商業發票或具同等作用之電子訊息，及契約可能要求、證明貨物符合契約規定之其他任何憑證。

B1 Payment of the price

B1 支付價款

The buyer must pay the price as provided in the contract of sale.

買方必須依照買賣契約規定支付價款。

A2 Licences, authorisations and formalities

A2 許可證、其他許可及手續

The seller must obtain at his own risk and expense any export licence or other official authorisation and carry out, where applicable, all customs formalities necessary for the export of the goods.

賣方必須自負風險及費用，取得任何出口許可證或其他官方許可，並於需要辦理海關手續時，辦理貨物出口貨物所需之一切海關手續。

B2 Licences, authorisations and formalities

B2 許可證、其他許可及手續

The buyer must obtain at his own risk and expense any import licence or other official authorisation and carry out, where applicable, all customs formalities for the import of the goods and, where necessary, for their transit through any country.

買方必須自負風險及費用，取得任何進口許可證或其他官方許可，並於需要辦理海關手續時，辦理貨物進口及在必要時從他國過境所需之一切海關手續。

A3 Contracts of carriage and insurance

A3 運送契約及保險契約

a) Contract of carriage

a) 運送契約

No obligation

無義務。

b) Contract of insurance

b) 保險契約

No obligation.

無義務。

B3 Contract of carriage and insurance

B3 運送契約及保險契約

a) Contract of carriage

a) 運送契約

The buyer must contract at his own expense for the carriage of the goods from the named port of shipment.

b) Contract of insurance

No obligation.

A4 Delivery

The seller must deliver the goods on the date or within the agreed period at the named port of shipment and in the manner customary at the port on board the vessel nominated by the buyer.

B4 Taking delivery

The buyer must take delivery of the goods when they have been delivered in accordance with A4.

A5 Transfer of risks

The seller must, subject to the provisions of B5, bear all risks of loss of or damage to the goods until such time as they have passed the ship's rail at the named port of shipment.

B5 Transfer of risks

The buyer must bear all risks of loss of or damage to the goods from the time they have passed the ship's rail at the named port of shipment; and form the agreed date or the expiry date of the agreed period for delivery which arise because he fails to give notice in accordance with B7, or because the vessel nominated by him fails to arrive on time, or is unable to take the goods, or closes for cargo earlier than the time notified in accordance with B7, provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

A6 Division of costs

The seller must, subject to the provisions of B6, pay all costs relating to the goods until such time as they have passed the ship's rail at the named port of shipment; and where applicable, the costs of customs formalities necessary for export as well as all duties, taxes and other charges payable upon export.

B6 Division of costs

The buyer must pay all costs relating to the goods from the time they have passed the ship's rail at the named port of shipment; and any additional costs incurred, either because the vessel nominated by him fails to arrive on time, or is unable to take the goods, or closes for cargo earlier than the time notified in accordance with B7, or because the buyer has failed to give appropriate notice in accordance with B7, provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods; and

買方必須自付費用訂立從指定之裝貨港運送貨物之契約。

b)保險契約

無義務。

A4 交貨

賣方必須於約定之日期或期限內，於指定之裝貨港，依該港習慣方式，將貨物交至買方指定之船舶上。

B4 受領貨物

買方必須於賣方依 A4 規定交貨時受領貨物。

A5 風險移轉

除 B5 規定外，賣方必須承擔貨物滅失或損壞之一切風險，直至貨物於指定之裝貨港越過船舷為止。

B5 風險移轉

買方必須依下述規定承擔貨物滅失或損壞之一切風險：
貨物於指定之裝貨港越過船舷時起；及於買方未依 B7 規定通知賣方，或其指定之船舶未按時到達，或未接收貨物，或較依 B7 通知之時間提早停止裝貨，則自約定之交貨日期或交貨期限屆滿之日起，然以該項貨物已正式劃歸契約項下，即清楚地劃出或以其他方式確定為契約項下之貨物為限。

A6 費用劃分

除 B6 規定者外，賣方必須支付貨物有關之一切費用，直至貨物在指定之裝貨港越過船舷時為止；及需要辦理海關手續時，貨物出口需要辦理之海關手續費用及出口時應繳納之一切關稅、稅捐及其他費用。

B6 費用劃分

買方必須支付貨物於指定之裝貨港越過船舷之時起與貨物有關之一切費用；及於買方指定之船舶未按時到達，或未接收上述貨物，或較依 B7 通知之時間提早停止裝貨，或買方未能依 B7 規定給予賣方相應之通知而發生之一切額外費用，然以該項貨物已正式劃歸契約項下，即清楚地劃出或以其他方式確定為契約項下之貨物為限；及

where applicable, all duties, taxes and other charges as well as the costs of carrying out customs formalities payable upon import of the goods and for their transit through any country.

A7 Notice to the buyer

The seller must give the buyer sufficient notice that the goods have been delivered in accordance with A4.

B7 Notice to the buyer

The buyer must give the seller sufficient notice of the vessel name, loading point and required delivery time.

A8 Proof of delivery, transport document or equivalent electronic message

The seller must provide the buyer at the seller's expense with the usual proof of delivery in accordance with A4.

Unless the document referred to in the preceding paragraph is the transport document, the seller must render the buyer, at the latter's request, risk and expense, every assistance in obtaining a transport document for the contract of carriage (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, or a multimodal transport document) .

Where the seller and the buyer have agreed to communicate electronically, the document referred to in the preceding paragraph may be replaced by an equivalent electronic data interchange (EDI) message.

B8 Proof of delivery, transport document or equivalent electronic message

The buyer must accept the proof of delivery in accordance with A8.

A9 Checking - packaging - marking

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) which are necessary for the purpose of delivering the goods in accordance with A4.

The seller must provide at his own expense packaging (unless it is usual for the particular trade to ship the goods of the contract description unpacked) which is required for the transport of the goods, to the extent that the circumstances relating to the transport (for example modalities, destination) are made known to the seller before the contract of sale is concluded. Packaging is to be marked appropriately.

B9 Inspection of goods

The buyer must pay the costs of any pre-shipment inspection except when such inspection is mandated by the authorities of the country of export.

A10 Other obligations

需要辦理海關手續時，貨物進口應繳納之一切關稅、稅捐及其他費用，及辦理海關手續，及貨物從他國過境之費用。

A7 通知買方

賣方必須給予買方說明貨物已依 A4 規定交貨之充分通知。

B7 通知賣方

買方必須給予賣方有關船名、裝船點及要求交貨時間之充分通知。

A8 交貨憑證、運送單據或具同等作用之電子訊息

賣方必須自付費用向買方提供證明貨物已依 A4 規定交貨之通常單據。

除前項所述單據為運送單據外，否則應買方要求並由其承擔風險及費用，賣方必須給予買方一切協助，以取得有關運送契約之運送單據(如可轉讓提單、不可轉讓海運單、內河運送單據或多式聯運單據)。

如買賣雙方約定使用電子方式通訊，則前項所述單據可由具同等作用之電子資料交換(EDI)訊息代替。

B8 交貨憑證、運送單據或具同等作用之電子訊息

買方必須接受依 A8 規定提供之交貨憑證。

A9 查對、包裝、標記

賣方必須支付為依 A4 規定交貨所需進行之查對費用(如核對貨物品質、丈量、過磅、點數之費用)。

賣方必須自付費用，提供依賣方訂立買賣契約前已知之該貨物運送(如運送方式、目的港)所要求之包裝(然依相關行業慣例，契約所述貨物無需包裝發運者除外)。包裝應為適當標記。

B9 貨物檢驗

買方必須支付任何裝運前檢驗之費用，然出口國有關當局強制進行之檢驗除外。

A10 其他義務

應買方要求並由其承擔風險及費用，賣

The seller must render the buyer at the latter's request, risk and expense, every assistance in obtaining any documents or equivalent electronic messages (other than those mentioned in A8) issued or transmitted in the country of shipment and/or of origin which the buyer may require for the import of the goods and, where necessary, for their transit through any country.

The seller must provide the buyer, upon request, with the necessary information for procuring insurance.

B10 Other obligation

The buyer must pay all costs and charges incurred in obtaining the documents or equivalent electronic messages mentioned in A10 and reimburse those incurred by the seller in rendering his assistance in accordance therewith.

方必須給予買方一切協助，以幫助其取得由裝運地國及/或原產地國所簽發或傳送、為買方進口貨物可能要求及必要時從他國過境所需之任何單據或具同等作用之電子訊息(A8所列之除外)。

應買方要求，賣方必須向買方提供投保所需之資訊。

B10 其他義務

買方必須支付因獲取 A10 所述單據或具同等作用之電子訊息所發生之一切費用，並償付賣方因給予協助而發生之費用。

CFR Cost and Freight 成本加運費(.....指定目的港)

(運費在內條件)

“Cost and Freight” means that the seller delivers when the goods pass the ship’s rail in the port of shipment.

The seller must pay the costs and freight necessary to bring the goods to the named port of destination BUT the risk of loss of or damage to the goods, as well as any additional costs due to events occurring after the time of delivery, we transferred from the seller to the buyer.

The CFR term requires the seller to clear the goods for export.

This term can be used only for sea and inland waterway transport. If the parties do not intend to deliver the goods across the ship’s rail, the CPT term should be used.

A THE SELLER’S OBLIGATIONS

B THE BUYER’S OBLIGATIONS

A1 Provision of goods in conformity with the contract

The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.

B1 Payment of the price

The buyer must pay the price as provided in the contract of sale.

A2 Licences, authorization and formalities

The seller must obtain at his own risk and expense any export licence or other official authorization and carry out, where applicable, all customs formalities necessary for the export of the goods.

B2 Licences, authorization and formalities

The buyer must obtain at his own risk and expense any import licence or other official authorization and carry out, where applicable, all customs formalities for the import of the goods and for their transit through any country.

A3 Contracts of carriage and insurance

a) Contract of carriage

The seller must contract on usual terms at his own expense for the carriage of the goods to the named port of destination by the usual route in a seagoing vessel (or inland waterway vessel as the case may be) of the type normally used for the port of goods of the contract description.

“成本加運費(.....指定目的港)”，係指於裝貨港貨物越過船舷賣方即完成交貨，賣方必須支付將貨物運至指定之目的港所需之運費及費用。然交貨後貨物減失或損壞之風險，及由於各類事件造成之任何額外費用，即由賣方移轉到買方。

CFR 條件要求賣方辦理出口結關手續。此條件僅適用於海運或內河運送。如當事各方無意越過船舷交貨，則應使用 CPT 條件。

A 賣方義務

B 買方義務

A1 提供符合契約規定之貨物

賣方必須提供符合買賣契約規定之貨物及商業發票或具同等作用之電子訊息，及契約可能要求、證明貨物符合契約規定之其他任何憑證。

B1 支付價款

買方必須依照買賣契約規定支付價款。

A2 許可證、其他許可及手續

賣方必須自負風險及費用，取得任何出口許可證或其他官方許可，並於需要辦理海關手續時，辦理貨物出口貨物所需之一切海關手續。

B2 許可證、其他許可及手續

買方必須自負風險及費用，取得任何進口許可證或其他官方許可，並於需要辦理海關手續時，辦理貨物進口及從他國過境之一切海關手續。

A3 運送契約及保險契約

a) 運送契約

賣方必須自付費用，依通常條件訂立運送契約，經由習慣航線，將貨物用通常可供運送契約所指貨物類型之海船(或依情況適合內河運送之船舶)運送至指定之目的港。

b) Contract of insurance

No obligation.

B3 Contracts of carriage and insurance

a) Contract of carriage

No obligation.

b) Contract of insurance

No obligation.

A4 Delivery

The seller must deliver the goods on board the vessel at the port of shipment on the date or within the agreed period.

B4 Taking delivery

The buyer must accept delivery of the goods when they have been delivered in accordance with A4 and receive them from the carrier at the named port of destination.

A5 Transfer Of risks

The seller must, subject to the provisions of B5, bear all risks of loss of or damage to the goods until such time as they have passed the ship's rail at the port of shipment.

B5 Transfer Of risks

The buyer must bear all risks of loss of or damage to the goods from the time they have passed the ship's rail at the port of shipment.

The buyer must, should he fail to give notice in accordance with B7, bear all risks of loss of or damage to the goods from the agreed date or the expiry date of the period fixed for shipment provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

A6 Division of costs

The seller must, subject to the provisions of B6, pay all costs relating to the goods until such time as they have been delivered in accordance with A4; the freight and all other costs resulting from A3 a) , including the costs of loading the goods on board and any charges for unloading at the agreed port of discharge which were for the seller's account under the contract of carriage; and, where applicable, the costs of customs formalities necessary for export as well as all duties, taxes and other charges payable upon export, and for their transit through any country if they were for the seller's account under the contract of carriage.

B6 Division of costs

b)保險契約

無義務。

B3 運送契約與保險契約

a)運送契約

無義務。

b)保險契約

無義務。

A4 交貨

賣方必須於裝貨港，於約定之日期或期限內，將貨物交至船上。

B4 受領貨物

買方必須在賣方依照 A4 規定交貨時受領貨物，並於指定之目的港從運送人受領貨物。

A5 風險移轉

除 B5 規定外，賣方必須承擔貨物滅失或損壞之一切風險，直至貨物在裝貨港越過船舷為止。

B5 風險移轉

買方必須承擔貨物在裝貨港越過船舷之後滅失或損壞之一切風險。

如買方未依 B7 規定給予賣方通知，買方必須從約定之裝運日期或裝運期限屆滿之日起，承擔貨物滅失或損壞之一切風險，然以該項貨物已正式劃歸契約項下，即清楚地劃分或以其他方式確定為契約項下之貨物為限。

A6 費用劃分

除 B6 規定者外，賣方必須支付與貨物有關之一切費用，以迄已依 A4 規定交貨為止；及依照 A3a)規定所發生之運費及其他一切費用，包括貨物之裝船費及依據運送契約由賣方支付、於約定卸貨港之任何卸貨費；及於需要辦理海關手續時，貨物出口需要辦理之海關手續費用及出口時應繳納之一切關稅、稅捐及其他費用，及如依據運送契約規定，由賣方支付之貨物從他國過境之費用。

B6 費用劃分

The buyer must, subject to the provisions of A3 a), pay all costs relating to the goods from the time they have been delivered in accordance with A4; and all costs and charges relating to the goods whilst in transit until their arrival at the port of destination, unless such costs and charges were for the seller's account under the contract of carriage; and unloading costs including lighterage and wharfage charges, unless such costs and charges were for the seller's account under the contract of carriage; and all additional costs incurred if he fails to give notice in accordance with B7, for the goods from the agreed date or the expiry date of the period fixed for shipment, provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods; and

where applicable, all duties, taxes and other charges as well as the costs of carrying out customs formalities payable upon import of the goods and, where necessary, for their transit through any country less included within the cost of the contract of damage.

A7 Notice the buyer

The seller must give the buyer sufficient notice that the goods have been delivered in accordance with A4 as well as any other notice required in order to allow the buyer to take measures which are normally necessary to enable him to take the goods.

B7 Notice to the seller

The buyer must, whenever he is entitled to determine the time for shipping the goods and/or the port of destination, give the seller sufficient notice thereof.

A8 Proof of delivery, transport document or equivalent electronic message

The seller must at his own expense provide the buyer without delay with the usual transport document for the agreed port of destination.

This document (for example a negotiable bill of lading, a non-negotiable sea waybill or an inland waterway document) must cover the contract goods, be dated within the period agreed for shipment, enable the buyer to claim the goods from the carrier at the port of destination and, unless otherwise agreed, enable the buyer to sell the goods in transit by the transfer of the document to a subsequent buyer (the negotiable bill of lading) or by notification to the carrier.

When such a transport document is issued in several originals, a full set of originals must be presented to the buyer.

Where the seller and the buyer have agreed to communicate electronically, the document referred to in the preceding paragraphs may be replaced by an equivalent electronic data interchange (EDI) message.

B8 Proof of delivery, transport document or equivalent electronic message

除 A3 a) 規定外，買方必須支付自依 A4 規定交貨時起之一切費用；及

貨物於運送途中以迄到達目的港為止之一切費用，然該費用依據運送契約應由賣方支付者除外；及

包括駁運費及碼頭費在內之卸貨費，然該費用依據運送契約應由賣方支付者除外；及

如買方未依 B7 規定給予賣方通知，則自約定之裝運日期或裝運期限屆滿之日起，貨物所發生之一切額外費用，然以該項貨物已正式劃歸契約項下，即清楚地劃分或以其他方式確定為契約項下之貨物為限；及

於需要辦理海關手續時，貨物進口應繳納之一切關稅、稅捐及其他費用，及辦理海關手續，及需要時從他國過境之費用，然該費用已包括在運送契約者除外。

A7 通知買方

賣方必須給予買方說明貨物已依 A4 規定交貨之充分通知，及要求之任何其他通知，以便買方能夠為受領貨物採取通常必要之措施。

B7 通知賣方

一旦買方有權決定裝運貨物之時間及/或目的港，買方必須就此給予賣方充分通知。

A8 交貨憑證、運送單據或具同等作用之電子訊息

賣方必須自付費用，毫不遲延地向買方提供表明載往約定目的港之通常運送單據。

此單據(如可轉讓提單、不可轉讓海運單或內河運送單據)必須載明契約貨物，其日期應在約定之裝運期內，使買方得以在目的港向運送人提取貨物，並除另有約定外，應使買方得以透過轉讓單據(可轉讓提單)或透過通知運送人，向其後手買方出售在途貨物。

如運送單據有數份正本，則應向買方提供全套正本。

如買賣雙方約定使用電子方式通訊，則前項所述單據可由具同等作用之電子資料交換(EDI)訊息代替。

B8 交貨憑證、運送單據或具同等作用之電子訊息

買方必須接受依 A8 規定提供之運送單

The buyer must accept the transport document in accordance with A8 if it is in conformity with the contract.

A9 Checking-packing-marking

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) which are necessary for the purpose of delivering the goods in accordance with A4.

The seller must provide at his own expense packaging (unless it is usual for the particular trade to ship the goods of the contract description packed) which is required for the transport of the goods arranged by him. Packaging is to be marked appropriately.

B9 Inspection of goods

The buyer must pay the costs of any pre-shipment inspection except when such inspection is mandated by the authorities of the country of export.

A10 Other obligations

The seller must render the buyer at the latter's request, risk and expense, every assistance in obtaining any documents or equivalent electronic messages (other than those mentioned in A8) issued or transmitted in the country of shipment and/or of origin which the buyer may require for the import of the goods and, where necessary, for their transit through any country.

The seller must provide the buyer, upon request, with the necessary information for procuring insurance.

B10 Other obligations

The buyer must pay all costs and charges incurred in obtaining the documents or equivalent electronic message mentioned in A10 and reimburse those incurred by the seller in rendering his assistance in accordance therewith.

據，然以該單據符合契約規定為限。

A9 查對、包裝、標記

賣方必須支付為依 A4 規定交貨所需進行之查對費用(如核對貨物品質、丈量、過磅、點數之費用)。

賣方必須自付費用提供符合其安排之運送所要求之包裝(然依照相關行業慣例，該契約所描述貨物無需包裝發運者除外)。包裝應為適當標記。

B9 貨物檢驗

買方必須支付任何裝運前檢驗之費用，然出口國有關當局強制進行之檢驗除外。

A10 其他義務

應買方要求並由其承擔風險及費用，賣方必須給予買方一切協助，以幫助買方取得由裝運地國及/或原產地國所簽發或傳送、為買方進口貨物可能要求及必要時從他國過境所需之任何單據或具同等作用之電子訊息(A8 所列之除外)。

應買方要求，賣方必須向買方提供投保所需之資訊。

B10 其他義務

買方必須支付為獲取 A10 所述單據或具同等作用之電子訊息所生之一切費用，並償付賣方因給予協助而發生之費用。

CIF Cost, Insurance and Freight 成本、保險加運費付至(...指定目的港)

(運保費交貨條件)

“Cost, Insurance and Freight” means that the seller delivers when the goods pass the ship’s rail in the port of shipment.

The seller must pay the costs and freight necessary to bring the goods to the named port of destination BUT the risk of loss of or damage to the goods, as well as any additional costs due to events occurring after the time of delivery, are transferred from the seller to the buyer. However, in CIF the seller also has to procure marine insurance against the buyer’s risk of loss of or damage to the goods during the carriage.

Consequently, the seller contracts for insurance and pays the insurance premium. The buyer should note that under the CIF term the seller is required to obligation insurance only on minimum cover. Should the buyer wish to have the protection of greater cover, he would either need to agree as such expressly with the seller or to make his own extra insurance arrangements.

The CIF term requires the seller to clear the goods for export.

This term can be used only for sea and inland waterway transport.

If the parties intend to deliver the goods across the ship’s rail, the CIP term should be used.

“成本、保險費及運費”係指於裝貨港當貨物越過船舷時賣方即完成交貨。

賣方必須支付將貨物運至指定之目的港所需之運費及費用，但交貨後貨物減失或損壞之風險及由於各類事件造成之任何額外費用即由賣方移轉到買方。然於CIF 條件下，賣方還必須辦理買方貨物於運送途中減失或損壞風險之海運保險。

因此由賣方訂立保險契約並支付保險費。買方應注意，CIF 條件僅要求賣方投保最低限度之保險類別。如買方需要更高之保險類別，則需要與賣方明確地達成協議，或自行為額外保險安排。

CIF 條件要求賣方辦理貨物出口結關手續。

此條件僅適用於海運及內河運送。若當事方無意越過船舷交貨則應使用 CIP 條件。

A THE SELLER’S OBLIGATIONS

B THE BUYER’S OBLIGATIONS

A1 Provision of goods in conformity with the contract

The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.

B1 Payment of the price

The buyer must pay the price as provided in the contract of sale.

A2 Licences, authorization and formalities

The seller must obtain at his own risk and expense any export licence or other official authorization and carry out, where applicable, all customs formalities necessary for the export of the goods.

B2 Licences, authorization and formalities

The buyer must obtain at his own risk and expense any import licence or other official authorization and carry out, where applicable, all customs formalities for the import of the goods and for their transit through any country.

A3 Contracts of carriage and insurance

A 賣方義務

B 買方義務

A1 提供符合契約規定之貨物

賣方必須提供符合買賣契約規定之貨物及商業發票或具同等作用之電子訊息，及契約可能要求、證明貨物符合契約規定之其他任何憑證。

B1 支付價款

買方必須依照買賣契約規定支付價款。

A2 許可證、其他許可及手續

賣方必須自負風險及費用，取得任何出口許可證或其他官方許可，並於需要辦理海關手續時，辦理貨物出口貨物所需之一切海關手續。

B2 許可證、其他許可及手續

買方必須自負風險及費用，取得任何進口許可證或其他官方許可，並於需要辦理海關手續時，辦理貨物進口及從他國過境之一切海關手續。

A3 運送契約及保險契約

a) Contract of carriage

The seller must contract on usual terms at his own expense for the carriage of the goods to the named port of destination by the usual route in a seagoing vessel (or inland waterway vessel as the case may be) of the type normally used for the transport of goods of the contract description.

b) Contract of insurance

The seller must obtain at his own expense cargo insurance as agreed in the contract, such that the buyer, or any other person having an insurable interest in the goods, shall be entitled to claim directly from the insurer and provide the buyer with the insurance policy or other evidence of insurance cover.

The insurance shall be contracted with underwriters or an insurance company of good repute and, failing express agreement to the contrary, be in accordance with minimum cover of the Institute Cargo Clauses (Institute of London Underwriters) or any similar set of clauses. The duration of insurance cover shall, be in accordance with B5 and B4. When required by the buyer, the seller shall provide at the buyer's expense war, strikes, riots and civil commotion risk insurances if procurable. The minimum insurance shall, cover the price provided in the contract plus ten per cent (i.e. 110%) and shall be provided in the currency of the contract.

B3 Contracts of carriage and insurance

a) Contract of carriage

No obligation⁴.

b) Contract of insurance

No obligation.

A4 Delivery

The seller must deliver the goods on board the vessel at the port of shipment on the date or within the agreed period.

B4 Taking delivery

The buyer must accept delivery of the goods when they have been delivered in accordance with A4 and receive them from the carrier at the transport of destination.

A5 Transfer of risks

The seller must, subject to the provisions of B5, bear all risks of loss of/ or damage to the goods until such time as they have passed the ship's rail at the port of shipment.

B5 Transfer of risks

The buyer must bear all risks of loss of or damage to the goods from the time they have passed the ship's rail at the port of shipment.

The buyer must, should be fail to give notice in accordance with

a)運送契約

賣方必須自付費用，依通常條件訂立運送契約，經由通常航線，將貨物以通常可供運送契約所指貨物類型之海船(或依情況適合內河運送之船舶)裝運至指定之目的港。

b)保險契約

賣方必須依契約規定，自付費用取得貨物保險，並向買方提供保險單或其他保險證明，以使買方或任何其他對貨物具有保險利益之人有權直接向保險人求償。

保險契約應與信譽良好之保險人或保險公司訂立，於無相反明確協議時，應依照協會貨物保險條款(倫敦保險人協會)或其他類似條款中之最低保險類別投保。保險期限應依照 B5 及 B4 規定。應買方要求，並由買方負擔費用，賣方應加投戰爭、罷工、暴亂及民變險(如能投保)。最低保險金額應包括契約規定價款另加 10%(即 110%)，並應採用契約貨幣。

B3 運送契約與保險契約

a)運送契約

無義務。

b)保險契約

無義務。

A4 交貨

賣方必須在裝貨港，於約定之日期或期限內，將貨物交至船上。

B4 受領貨物

買方必須在賣方已依 A4 規定交貨時受領貨物，並於指定之目的港從運送人處收受貨物。

A5 風險移轉

除 B5 規定外，賣方必須承擔貨物滅失或損壞之一切風險，直至貨物在裝貨港越過船舷為止。

B5 風險移轉

買方必須承擔貨物於裝貨港越過船舷之後滅失或損壞之一切風險。

如買方未依 B7 規定給予賣方通知，買

B7, bear all risks of loss of or damage to the goods from the agreed date or the expiry date of the period fixed for shipment provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

A6 Division of costs

The seller must, subject to the provisions of B6, pay all costs relating to the goods until such time as they have been delivered in accordance with A4; and the freight and all other costs resulting from A3 a) , including the costs, of loading the goods on board; and the costs of insurance resulting from A3 b); and any charges for unloading at the agreed port of discharge which were for the seller's account under the contract of carriage; and where applicable, the costs of customs formalities necessary for export as well as all duties, taxes and other charges payable upon export, and for their transit through any country if they were for the seller's account under the contract of carriage.

B6 Division of costs

The buyer must, subject to the provisions of A3, pay all costs relating to the goods from the time they have been delivered in accordance with A4; and all costs and charges relating to the goods whilst in transit until their arrival at the port of destination, unless such costs and charges were for the seller's account under the contract of carriage; and unloading costs including lighterage and wharfage charges, unless such costs and charges were for the seller's account under the contract of carriage; and all additional costs incurred if he fails to give notice in accordance with B7, for the goods from the agreed date or the expiry date of the period fixed for shipment, provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods; and

where applicable , all duties, taxes and other charges as well as the costs of carrying out customs formalities payable upon import of the goods and, where necessary, for their transit through any country less included within the cost of the contract of carriage.

A7 Notice to the buyer

The seller must give the buyer sufficient notice that the goods have been delivered in accordance with A4 as well as any other notice required in order to allow the buyer to take measures which are normally necessary to enable him to take the goods.

B7 Notice to the seller

The buyer must, whenever he is entitled to determine the time for shipping the goods and/or the port of destination, give the seller sufficient notice thereof.

A8 Proof of delivery, transport document or equivalent

方必須從約定之裝運日期或裝運期限屆滿之日起，承擔貨物滅失或損壞之一切風險，然以該項貨物已正式劃歸契約項下，即清楚地劃非或以其他方式確定為契約項下之貨物為限。

A6 費用劃分

除 B6 規定者外，賣方必須支付與貨物有關之一切費用，以迄已依 A4 規定交貨為止；及
依 A3 a) 規定所發生之運費及其他一切費用，包括貨物之裝船費；及
依照 A3 b) 規定所生之保險費用；及
依據運送契約由賣方支付、於約定卸貨港之任何卸貨費用；及
於需辦理海關手續時，貨物出口需辦理之海關手續費用及出口時應繳納之一切關稅、稅捐及其他費用，及依據運送契約規定由賣方支付之貨物從他國過境之費用。

B6 費用劃分

除 A3 a) 規定外，買方必須支付自依照 A4 規定交貨時起之一切費用；及
貨物於運送途中以迄到達目的港為止之一切費用，然該費用依據運送契約應由賣方支付者除外；及
包括駁運費及碼頭費在內之卸貨費，然該費用依據運送契約應由賣方支付者除外；及
如買方未依 B7 規定給予賣方通知，則自約定之裝運日期或裝運期限屆滿之日起，貨物所發生之一切額外費用，然以該項貨物已正式劃歸契約項下，即清楚地劃分或以其他方式確定為契約項下之貨物為限；及
於需要辦理海關手續時，貨物進口應繳納之一切關稅、稅捐及其他費用，及辦理海關手續之費用，及需要時從他國過境之費用，然該費用已包括於運送契約者為限。

A7 通知買方

賣方必須給予買方說明貨物已依 A4 規定交貨之充分通知，及要求之任何其他通知，以便買方能夠為受領貨物採取通常必要之措施。

B7 通知賣方

一旦買方有權決定裝運貨物之時間及/或目的港，買方必須就此給予賣方充分通知。

A8 交貨憑證、運送單據或具同等作

electronic message

The seller must, at his own expense, provide the buyer without delay with the usual transport document for the agreed port of destination.

This document (for example a negotiable bill of lading, a non-negotiable sea waybill or an inland waterway document) must cover the contract goods, be dated within the period agreed for shipment, enable the buyer to claim the goods from the carrier at the port of destination and, unless otherwise agreed, enable the buyer to sell the goods in transit by the transfer of the document to a subsequent buyer (the negotiable bill of lading) or by notification to the carrier.

When such a transport document is issued in several originals, a full set of originals must be presented to the buyer.

Where the seller and the buyer have agreed to communicate electronically, the document referred to in the preceding paragraphs may be replaced by an equivalent electronic data interchange (EDI) message.

B8 Proof of delivery, transport document or equivalent electronic message

The buyer must accept the transport document in accordance with A8 if it is in conformity with the contract.

A9 Checking-packaging-marking

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) which are necessary for the purpose of delivering the goods in accordance with A4.

The seller must provide at his own expense packaging (unless it is usual for the particular trade to ship the goods of the contract description packed) which is required for the transport of the goods arranged by him. Packaging is to be marked appropriately.

B9 Inspection of goods

The buyer must pay the costs of any pre-shipment inspection except when such inspection is mandated by the authorities of the country of export.

A10 Other obligations

The seller must render the buyer at the latter's request, risk and expense, every assistance in obtaining any documents or equivalent electronic messages (other than those mentioned in A8) issued or transmitted in the country of shipment and/or of origin which the buyer may require for the import of the goods and, where necessary, for their transit through any country.

The seller must provide the buyer, upon request, with the necessary information for procuring any additional insurance.

B10 Other obligations

The buyer must pay all costs and charges incurred in obtaining the documents or equivalent electronic messages mentioned in A10 and reimburse those incurred by the seller in rendering his

用之電子訊息

賣方必須自付費用，毫不遲延地向買方提供表明載往約定目的港之通常運送單據。

此單據(如可轉讓提單、不可轉讓海運單或內河運送單據)必須載明契約貨物，其日期應在約定之裝運期內，使買方得以在目的港向運送人提取貨物，且除另有約定外，應使買方得以通過轉讓單據(可轉讓提單)或通過通知運送人，向其後手買方出售在途貨物。

如運送單據有數份正本，則應向買方提供全套正本。

如買賣雙方約定使用電子方式通訊，則前項所述單據可以由具同等作用之電子資料交換(EDI)訊息代替。

B8 交貨憑證、運送單據或具同等作用之電子訊息

買方必須接受依 A8 規定提供之運送單據，然以該單據符合契約規定為限。

A9 查對、包裝、標記

賣方必須支付為依 A4 規定交貨所需進行之查對費用(如核對貨物品質、丈量、過磅、點數之費用)。

賣方必須自付費用，提供符合其安排之運送所要求之包裝(然依相關行業慣例，該契約所述貨物無需包裝發運者除外)。包裝應為適當標記。

B9 貨物檢驗

買方必須支付任何裝運前檢驗之費用，然出口國有關當局強制進行之檢驗除外。

A10 其他義務

應買方要求並由其承擔風險及費用，賣方必須給予買方一切協助，以幫助買方取得由裝運地國及/或原產地國所簽發或傳送、為買方進口貨物可能要求及必要時從他國過境所需之任何單據或具同等作用之電子訊息(A8 所列之除外)。

應買方要求，賣方必須向買方提供額外投保所需之資訊。

B10 其他義務

買方必須支付為獲取 A10 所述單據或具同等作用之電子訊息所生之一切費用，並償付賣方因給予協助而發生之費用。

assistance in accordance therewith.

The buyer must provide the seller, upon request, with the necessary information for procuring insurance.

應賣方要求，買方必須向其提供投保所需之資訊。

CPT Carriage Paid to 運費付至(.....指定目的港)

(目的地運費付訖條件)

"Carriage Paid To ..." means that the seller delivers the goods to the carrier nominated by him, but the seller must in addition pay the cost of carriage necessary to bring the goods to the named destination. This means that the buyer bears all risks and any other costs occurring after the goods have been so delivered.

"Carrier" means, who, in a contract of carriage, undertakes to perform or to procure the performance of transport, by rail, road, air, sea, inland waterway or by a combination of such modes. If subsequent carriers are used for the carriage to the agreed destination, the risk passes when the goods have been delivered to the first carrier.

The CPT term requires the seller to clear the goods for export.

This term may be used irrespective of the mode of transport including multimodal transport.

A THE SELLER'S OBLIGATIONS

B THE BUYER'S OBLIGATIONS

A1 Provision of goods in conformity with the contract

The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.

B1 Payment of the price

The buyer must pay the price as provided in the contract of sale.

A2 Licences, authorisation and formalities

The seller must obtain at his own risk and expense any export licence or other official authorisation and carry out, where applicable, all customs formalities necessary for the transit of the goods.

B2 Licences, authorisation and formalities

The buyer must obtain at his own risk and expense any import licence or other official authorisation and carry out, where applicable, all customs formalities for the import of the goods and for their transit through any country.

A3 Contracts of carriage and insurance

a) Contract of carriage

The seller must contract on usual terms at his own expense for the carriage of the goods to the agreed point at the named place of destination by an usual route and in a customary manner. If a point is not agreed or is not determined by practice, the seller may select

“運費付至(.....指定地點)”係指賣方向其指定之運送人交貨，且賣方尚須支付將貨物運至目的地之運費。亦即買方承擔交貨之後一切風險及其他費用。

“運送人”係指任何人於運送契約承諾經由鐵路、公路、空運、海運、內河運送或上述運送之聯合方式履行運送或由他人履行運送。如另使用連續運送人將貨物運至約定目的地，則風險自貨物交給第一運送人時移轉。

CPT 條件要求賣方辦理出口結關手續。此條件可適用於各種運送方式，包括多式聯運。

A 賣方義務

B 買方義務

A1 提供符合契約規定之貨物

賣方必須提供符合買賣契約規定之貨物及商業發票或具同等作用之電子訊息。及契約可能要求、證明貨物符合契約規定之其他任何憑證。

B1 支付價款

買方必須依照買賣契約規定支付價款。

A2 許可證、其他許可及手續

賣方必須自負風險及費用，取得任何出口許可證或其他官方許可，並於需要辦理海關手續時，辦理貨物出口貨物所需之一切海關手續。

B2 許可證、其他許可及手續

買方必須自負風險及費用，取得任何進口許可證或其他官方許可，並於需要辦理海關手續時，辦理貨物進口及從他國過境之一切海關手續。

A3 運送契約及保險契約

a) 運送契約

賣方必須自付費用，依通常條件訂立運送契約，依通常路線及習慣方式，將貨物運至指定之目的地之約定點。如未約定或依慣例亦無法確定具體交貨點，則

the point at the named place of destination which best suits his purpose.

b) Contract of insurance

No obligation.

B3 contracts of carriage and insurance

a) Contract of carriage

No obligation.

b) Contract of insurance

No obligation.

A4 Delivery

The seller must deliver the goods to the carrier contracted in accordance with A3 or, if there are subsequent carriers to the first carrier, for transport to the agreed point at the named place on the date or within the agreed period.

B4 Taking delivery

The buyer must accept delivery of the goods when they have been delivered in accordance with A4 and receive them from the carrier at the named place.

A5 Transfer of risks

The seller must, subject to the provisions of B5, bear all risks of loss of or damage to the goods until such time as they have been delivered in accordance with A4.

B5 Transfer of risks

The buyer must bear all risks of loss of or damage to the goods from the time they have been delivered in accordance with A4.

The buyer must, should he fail to give notice in accordance with B7, bear all risks of the goods from the agreed date or the expiry date of the period fixed for delivery provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

A6 Division of costs

The seller must, subject to the provisions of B6, pay all costs relating to the goods until such time as they have been delivered in accordance with A4 as well as the freight and all other costs resulting from A3 a), including the costs of loading the goods and any charges for unloading at the place of destination which were for the seller's account under the contract of carriage; and where applicable, the costs of customs formalities necessary for export as well as all duties, taxes or other charges payable upon

賣方可在指定之目的地選擇最適合其目的之交貨點。

b)保險契約

無義務。

B3 運送契約與保險契約

a)運送契約

無義務。

b)保險契約

無義務。

A4 交貨

賣方必須向依照 A3 規定訂立契約之運送人交貨，或如另有連續運送人時，則向第一運送人交貨，以使貨物在約定之日期或期限內運至指定之目的地之約定點。

B4 受領貨物

買方必須於賣方已依 A4 規定交貨時受領貨物，並於指定之目的地從運送人處收受貨物。

A5 風險移轉

除 B5 規定者外，賣方必須承擔貨物滅失或損壞之一切風險，以迄已依 A4 規定交貨為止。

B5 風險移轉

買方必須承擔依 A4 規定交貨時起貨物滅失或損壞之一切風險。

如買方未能依 B7 規定給予賣方通知，則買方必須從約定之交貨日期或交貨期限屆滿之日起，承擔貨物滅失或損壞之一切風險，然以該項貨物已正式劃歸契約項下，即清楚地劃分或以其他方式確定為契約項下之貨物為限。

A6 費用劃分

除 B6 規定者外，賣方必須支付以迄依 A4 規定交貨之時與貨物有關之一切費用，及依 A3 a)規定所生之運費及其他一切費用，包括依據運送契約規定由賣方支付之裝貨費及在目的地之卸貨費；及於需要辦理海關手續時，貨物出口需要辦理之海關手續費用及出口時應繳納之一切關稅、稅捐及其他費用，及依據運

export, and for their transit through any country if they were for the seller's account under the contract of carriage.

B6 Division of costs

The buyer must, subject to the provisions of A3 a), pay all costs relating to the goods from the time they have been delivered in accordance with A4; and all costs and charges relating to the goods whilst in transit until their arrival at the agreed place of destination, unless such costs and charges were for the seller's account under the contract of carriage; and unloading costs unless such costs and charges were for the seller's account under the contract of carriage; and all additional costs incurred if he fails to give notice in accordance with B7, for the goods from the agreed date or the expiry date of the period fixed for dispatch, provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods; and

where applicable, all duties, taxes and other charges as well as the costs of carrying out customs formalities payable upon import of the goods and for their transit through any country unless included within the cost of the contract of carriage.

A7 Notice to the buyer

The seller must give the buyer sufficient notice that the goods have been delivered in accordance with A4 as well as any other notice required in order to allow the buyer to take measures which are normally necessary to enable him to take the goods.

B7 Notice to the seller

The buyer must, whenever he is entitled to determine the time for dispatching the goods and/or the destination, give the seller sufficient notice thereof.

A8 Proof of delivery, transport document or equivalent electronic message

The seller must provide the buyer at the seller's expense, if customary, with the usual transport document or documents (for example a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) for the transport contracted in accordance with A3.

Where the seller and the buyer have agreed to communicate electronically, the document referred to in the preceding paragraph may be replaced by an equivalent electronic data interchange (EDI) message.

B8 Proof of delivery, transport document or equivalent electronic message

The buyer must accept the transport document in accordance with A8 if it is in conformity with the contract.

送契約規定，由賣方支付之貨物從他國過境之費用。

B6 費用劃分

除 A3 a) 規定外，買方必須支付自依 A4 規定交貨時起之一切費用；及

貨物於運送途中以迄到達目的地為止之一切費用，然該費用依據運送契約應由賣方支付者除外；及

卸貨費，然依據運送契約應由賣方支付者除外；及

如買方未依 B7 規定給予賣方通知，則自約定之裝運日期或裝運期限屆滿之日起，貨物所生之一切額外費用，然以該項貨物已正式劃歸契約項下，即清楚地劃非或以其他方式確定為契約項下之貨物為限；及

於需要辦理海關手續時，貨物進口應繳納之一切關稅、稅捐及其他費用，及辦理海關手續，及從他國過境之費用，然該費用已包括在運送契約者除外。

A7 通知買方

賣方必須給予買方說明貨物已依 A4 規定交貨之充分通知，及要求之任何其他通知，以便買方能夠為受領貨物採取通常必要之措施。

B7 通知賣方

一旦買方有權決定發送貨物之時間及/或目的地，買方必須就此給予賣方充分通知。

A8 交貨憑證、運送單據或具同等作用之電子訊息

賣方必須自付費用(如習慣如此之話)向買方提供依照 A3 訂立之運送契約所涉之通常運送單據(如可轉讓提單、不可轉讓海運單、內河運送單據、空運貨運單、鐵路託運單、公路託運單或多式聯運單據)。

如買賣雙方約定使用電子方式通訊，則前項所述單據可由具同等作用之電子資料交換(EDI)訊息代替。

B8 交貨憑證、運送單據或具同等作用之電子訊息

買方必須接受依 A8 規定提供之運送單據，然以單據符合契約規定者為限。

A9 Checking-packaging-marking

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) which are necessary for the purpose of delivering the goods in accordance with A4.

The seller must provide at his own expense packaging (unless it is usual for the particular trade to send the goods of the contract description unpacked) which is required for the transport of the goods arranged by him. Packaging is to be marked appropriately.

B9 Inspection of goods

The buyer must pay the costs of any pre-shipment inspection except when such inspection is mandated by the authorities of the country of export.

A10 Other obligations

The seller must render the buyer at the latter's request, risk and expense, every assistance in obtaining any documents or equivalent electronic messages (other than those mentioned in A8) issued or transmitted in the country of dispatch and/or of origin which the buyer may require for the import of the goods and for their transit through any country.

The seller must provide the buyer, upon request, with the necessary information for procuring insurance.

B10 Other obligations

The buyer must pay all costs and charges incurred in obtaining the documents or equivalent electronic messages mentioned in A10 and reimburse those incurred by the seller in rendering his assistance in accordance therewith.

A9 查對、包裝、標記

賣方必須支付為依 A4 規定交貨所需進行之查對費用(如核對貨物品質、丈量、過磅、點數之費用)。

賣方必須自付費用，提供符合其安排之運送所要求之包裝(然依相關行業慣例，該契約所述貨物無需包裝發運者除外)。包裝應為適當標記。

B9 貨物檢驗

買方必須支付任何裝運前檢驗之費用，然出口國有關當局強制進行之檢驗除外。

A10 其他義務

應買方要求並由其承擔風險及費用，賣方必須給予買方一切協助，以幫助買方取得由裝運地國及/或原產地國所簽發或傳送、為買方進口貨物可能要求及必要時從他國過境所需之任何單據或具同等作用之電子訊息(A8 所列之除外)。應買方要求，賣方必須向買方提供投保所需之資訊。

B10 其他義務

買方必須支付因獲取 A10 所述單據或具同等作用之電子訊息所生之一切費用，並償付賣方因給予協助而發生之費用。

CIP Carriage and Insurance Paid to 運費、保險費付至(.....指定目的地)

(運保費付訖條件)

“Carriage and Insurance Paid to...” means that the seller delivers the goods the carrier nominated by him but the seller must in addition pay the cost of carriage necessary to bring the goods to the named destination. This means that the buyer bears all risks and any additional costs occurring after the goods have been so delivered. However, in CIP the seller also has to procure insurance against the buyer’s risk of loss of or damage to the goods during the carriage.

Consequently, the seller contracts for insurance and pays the insurance premium.

The buyer should note that under the CIP term the seller is required to obtain insurance only on minimum cover. Should the buyer wish to have the protection of greater cover, he would either need to agree as such expressly with the seller or to make his own extra insurance arrangements.

“Carrier” means any person who, in a contract of carriage, undertakes to perform or to procure the performance of transport, by rail, road, air, sea, inland waterway or by a combination of such modes.

If subsequent carriers are used for the carriage to the agreed destination, the risk passes when the goods have been delivered to the first carrier.

The CIP term requires the seller to clear the goods for export.

This term may be used irrespective of the mode of transport including multimodal transport.

A THE SELLER’S OBLIGATIONS

B THE BUYER’S OBLIGATIONS

A1 Provision of goods in Conformity with the contract

The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.

B1 Payment of the price

The buyer must pay the price as provided in the contract of sale.

A2 Licences, authorization and formalities

The seller must obtain at his own risk and expense any export licence or other official authorization and carry out, where applicable, all customs formalities necessary for the export of the goods.

B2 Licences, authorization and formalities

The buyer must obtain at his own risk and expense any import

“運費及保險費付至(.....指定目的地)”係指賣方向其指定之運送人交貨，且賣方尚須支付將貨物運至目的地之運費，亦即買方承擔賣方交貨後之一切風險及額外費用。然依 CIP 條件，賣方另須辦理買方貨物在運送途中滅失或損壞風險之保險。

因此，由賣方訂立保險契約並支付保險費。

買方應注意，CIP 條件僅要求賣方投保最低限度之保險類別。如買方需要更高之保險類別，則需要與賣方明確地達成協議，或自行作出額外之保險安排。

“運送人”指任何人於運送契約承諾經由鐵路、公路、空運、海運、內河運送或上述運送之聯合方式履行運送或由他人履行運送。

如另使用連續運送人將貨物運至約定目的地，則風險自貨物交給第一運送人時移轉。

CIP 條件要求賣方辦理出口結關手續。此條件可適用於各種運送方式，包括多式聯運。

A 賣方義務

B 買方義務

A1 提供符合契約規定之貨物

賣方必須提供符合買賣契約規定之貨物及商業發票或具同等作用之電子訊息，及契約可能要求之、證明貨物符合契約規定之其他任何憑證。

B1 支付價款

買方必須依買賣契約規定支付價款。

A2 許可證、其他許可及手續

賣方必須自負風險及費用，取得任何出口許可證或其他官方許可，並於需要辦理海關手續時辦理貨物出口所需之一切海關手續。

B2 許可證、其他許可及手續

買方必須自負風險及費用，取得任何進口許可證或其他官方許可，並於需要辦

licence or other official authorization and carry out, where applicable, and customs formalities for the import of the goods and for their transit through any country.

A3 Contracts of carriage and insurance

a) Contract of carriage

The seller must contract on usual terms at his own expense for the carriage of the goods to the agreed point at the named place of destination by a usual route and in a customary manner. If a point is not agreed or is not determined by practice, the seller may select the point at the named place of destination which best suits his purpose.

b) Contract of insurance

The seller must obtain at his own expense cargo insurance as agreed in the contract, such that the buyer, or any other person having an insurable interest in the goods, shall be entitled to claim directly from the insurer and provide the buyer with the insurance policy or other evidence of insurance cover.

The insurance shall be contracted with underwriters or an insurance company of good repute and, failing express agreement to the contrary, be in accordance with minimum cover of the Institute Cargo Clauses (Institute of London Underwriters) or any similar set of clauses. The duration of insurance cover shall be in accordance with B5 and B4. When required by the buyer, the seller shall provide at the buyer's expense war, strikes, riots and civil commotion risk insurances if procurable. The minimum insurance shall cover the price provided in the contract plus ten per cent (i.e.110%) and shall be provided in the currency of the contract.

B3 Contracts of carriage and insurance

a) Contract of carriage

No obligation.

b) Contract of insurance

No obligation.

A4 Delivery

The seller must deliver the goods to the carrier contracted in accordance with A3 or, if there are subsequent carriers to the first carrier, for transport to the agreed point at the named place on the date or within the agreed period.

B4 Taking delivery

The buyer must accept delivery, of the goods when they have been delivered in accordance with A4 and receive them from the carrier at the named place.

A5 Transfer of risks

理海關手續時辦理貨物進口及從他國過境所需之一切海關手續。

A3 運送契約及保險契約

a)運送契約

賣方必須必須自負費用，依通常條件訂立運送契約，依通常路線及習慣方式，將貨物運至指定之目的地之約定點。若未約定或依慣例亦無法確定具體交貨點，則賣方可在指定之目的地選擇最適合其目的之交貨點。

b)保險契約

賣方必須依契約規定，自負費用取得貨物保險，並向買方提供保險單或其他保險證據，以使買方或任何其他對貨物具有保險利益之人有權直接向保險人求償。

保險契約應與信譽良好之保險人或保險公司訂立，於無相反明示協議時，應依照協會貨物保險條款(倫敦保險人協會)或其他類似條款中之最佳限度保險類別投保。保險期限應依 B5 及 B4 規定。應買方要求，並由買方負擔費用，賣方應加投戰爭、罷工、暴亂及民變險(如能投保)。最低保險金額應包括契約規定價款另加 10%(即 110%)，並應採用契約貨幣。

B3 運送契約及保險契約

a)運送契約

無義務。

b)保險契約

無義務。

A4 交貨

賣方必須於約定日期或期限內向依 A3 規定訂立契約之運送人交貨，或如有連續運送人時，向第一運送人交貨，以使貨物運至指定之目的地之約定點。

B4 受領貨物

買方必須於賣方依 A4 規定交貨時受領貨物，並於指定之目的地從運送人處收受貨物。

A5 風險移轉

除 B5 規定外，賣方必須承擔貨物滅失或損壞之一切風險，以迄已依 A4 規定

The seller must, subject to the provisions of B5, bear all risks of loss of or damage to the goods until such time as they have been delivered in accordance with A4.

B5 Transfer of risks

The buyer must bear all risks of loss of or damage to the goods when the time they have been delivered in accordance with A4. The buyer must, should he fail to give notice in accordance with B7, bear all risks of the goods from the agreed date or the expiry date of the period fixed for delivery provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

A6 Division of costs

The seller must, subject to the provisions of B6, pay all costs relating to the goods until such time as they have been delivered in accordance with A4 as well as the height and all other costs resulting from A3 a), including the costs of loading the goods and any charges for unloading at the place of destination which were for the seller's account under the contract of carriage; and the costs of insurance resulting from A3 b); and where applicable, the costs of customs formalities necessary for export as well as all duties, taxes or other charges payable upon export, and for their transit through any country if they were for the seller's account under the contract of carriage.

B6 Division of costs

The buyer must, subject to the provisions of A3 a), pay all costs relating to the goods when the time they have been delivered in accordance with A4; and all costs and charges relating to the goods whilst in transit until their arrival at the agreed place of destination, unless such costs and charges were for the seller's account under the contract of carriage; and unloading costs unless such costs and charges were for the seller's account under the contract of carriage; and all additional costs incurred if he fails to give notice in accordance with B7, for the goods from the agreed date or the expiry date of the period fixed for dispatch, provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods; and where applicable, all duties, taxes and other charges as well as the costs of carrying out custom formalities payable upon import of the goods and for their transit through any country unless included within the cost of the contract of carriage.

A7 Notice to the buyer

The seller must give the buyer sufficient notice that the goods have been delivered in accordance with A4 as well as any other notice required in order to allow the buyer to take measures which are normally necessary to enable him to take the goods.

交貨為止。

B5 風險移轉

買方必須承擔依照 A4 規定交貨後貨物減失或損壞之一切風險。買方如未依 B7 規定通知賣方，則必須從約定之交貨日期或交貨期限屆滿之日起，承擔貨物減失或損壞之一切風險，然以該項貨物已正式劃歸契約項下，即清楚地劃分或以其他方式確定為契約項下之貨物為限。

A6 費用劃分

除 B6 規定外，賣方必須支付與貨物有關之一切費用，以迄已依 A4 規定交貨為止，及依 A3 a) 規定所生之運費及其他一切費用，包括裝船費及根據運送契約應由賣方支付之目的地之卸貨費；及依照 A3 b) 發生之保險費用；及於需要辦理海關手續時，貨物出口需要辦理之海關手續費用，及貨物出口時應繳納之一切關稅、稅捐及其他費用，及依據運送契約由賣方支付之貨物從他國過境之費用。

B6 費用劃分

除 A3.a 規定外，買方必須支付自依 A4 規定交貨之時起與貨物有關之一切費用；及貨物於運送途中一迄到達約定目的地為止之一切費用，然該費用依據運送契約應由賣方支付者除外；及卸貨費，然該費用依據運送契約應由賣方支付者除外；及如買方未依 B7 規定給予賣方通知，則自約定之裝運日期或裝運期限屆滿之日起，貨物所生之一切額外費用，然以該項貨物已正式劃歸契約項下，即清楚地劃分或以其他方式確定為契約項下之貨物為限；及於需要辦理海關手續時，貨物進口應繳納之一切關稅、稅捐及其他費用，及辦理海關手續之費用，及從他國過境之費用，然該費用已包括在運送契約者除外。

A7 通知買方

賣方必須給予買方說明貨物已依 A4 規定交貨之充分通知，及要求之任何其他通知，以便買方能夠為受領貨物而採取通常必要之措施。

B7 通知賣方

B7 Notice to the seller

The buyer must, whenever he is entitled to determine the time for dispatching the goods and/or the destination, give the seller sufficient notice thereof.

A8 Proof of delivery, transport document or equivalent electronic message

The seller must provide the buyer at the seller's expense, if customary, with the usual transport document or documents (for example a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) for the transport contracted in accordance with A3.

Where the seller and the buyer have agreed to communicate electronically, the document referred to in the preceding paragraph may be replaced by an equivalent electronic data interchange (EDI) message.

B8 Proof of delivery, transport document or equivalent electronic message

The buyer must accept the transport document in accordance with A8 if it is in conformity with the contract.

A9 Checking-packaging-marking

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) which are necessary for the purpose of delivering the goods in accordance with A4.

The seller must provide at his own expense packaging (unless it is usual for the particular trade to send the goods of the contract description unpacked) which is required for the transport of the goods. Packaging is to be marked appropriately.

B9 Inspection of goods

The buyer must pay the costs of any pre-shipment inspection except when such inspection is mandated by the authorities of the country of export.

A10 Other obligations

The seller must render the buyer at the latter's request, risk and expense, every assistance in obtaining any documents or equivalent electronic messages (other than those mentioned in A8) issued or transmitted in the country of dispatch and/or of origin which the buyer may require for the import of the goods and for their transit through any country.

The seller must provide the buyer, upon request, with the necessary information for procuring any additional insurance.

B10 Other obligation

The buyer must pay all costs and charges incurred in obtaining the

一旦買方有權決定發運貨物之時間及/或目的地，買方必須就此給予賣方充分通知。

A8 交貨憑證、運送單據或具同等作用之電子訊息

賣方必須自負費用(如習慣如此)向買方提供依照 A3 訂立之運送契約所涉及之通常運送單據(如可轉讓提單、不可轉讓海運單、內河運送單據、空運貨運單、鐵路託運單、公路託運單或多式聯運單據)。

如買賣雙方約定使用電子方式通訊，則前項所述單據可以由具同等作用之電子資料交換(EDI)訊息代替。

B8 交貨憑證、運送單據或具同等作用之電子訊息

買方必須接受依 A8 規定提供之運送單據，然以該單據符合契約規定者為限。

A9 查對、包裝、標記

賣方必須支付為依 A4 規定交貨所需進行之查對費用(如核對貨物品質、丈量、過磅、點數之費用)。

賣方必須自負費用，提供符合其安排之運送所要求之包裝(然依相關行業慣例，該契約所述之貨物無需包裝發運者除外)。包裝應為適當標記。

B9 貨物檢驗

買方必須支付任何裝運前檢驗費用，然出口國有關當局強制進行之檢驗者除外。

A10 其他義務

應買方要求並由其承擔風險及費用，賣方必須給予買方一切協助，以幫助買方取得由裝運地國及/或原產地國所簽發或傳送、為買方進口貨物以能要求及從他國過境所需之任何單據或具同等作用之電子訊息(A8 所列之除外)。

應買方要求，賣方必須向買方提供投保所需之資訊。

B10 其他義務

買方必須支付因獲取 A10 所述單據或具同等作用之電子訊息所生之一切費用，並償付賣方因給予協助而發生費用。

documents or equivalent electronic message mentioned in A10 and reimburse those incurred by the seller in rendering his assistance in accordance therewith. 應賣方要求，買方必須向賣方提供辦理投保所需之資訊。

The buyer must provide the seller, upon request, with the necessary information for procuring insurance.

DAF Delivered at Frontier 邊境交貨(.....指定地點)

(邊境交貨條件)

"Delivered at Frontier" means that the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport not unloaded, cleared for export, but not cleared for import at the named point and place at the frontier, but before the customs border of the adjoining country.

The term "frontier" may be used for any frontier including that of the country of export. Therefore, it is of vital importance that the frontier in question be defined precisely by always naming the point and place in the term.

However, if the parties wish the seller to be responsible for the unloading of the goods from the arriving means of transport and to bear the risks and costs of unloading, this should be made clear by adding explicit wording to this effect in the contract of sale.

This term may be used irrespective of the mode of transport when goods are to be delivered at a land frontier. When delivery is to take place in the port of destination, on board a vessel or on the quay (wharf), the DES or DEQ terms should be used.

A THE SELLER'S OBLIGATIONS

B THE BUYER'S OBLIGATIONS

A1 Provision of goods in conformity with the contract

The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.

B1 Payment of the price

The buyer must pay the price as provided in the contract of sale.

A2 Licences, authorisations and formalities

The seller must obtain at his own risk and expense any export licence or other official authorisation or other document necessary for placing the goods at the buyer's disposal.

The seller must carry out, where applicable, all customs formalities necessary for the export of the goods to the named place of delivery at the frontier and for their transit through any country.

B2 Licences, authorisations and formalities

The buyer must obtain at his own risk and expense any import licence or other official authorisation or other documents and carry out, where applicable, all customs formalities necessary for the import of the good and for their subsequent transport.

“邊境交貨(.....指定地點)”係指於賣方於邊境之指定之地點及具體交貨點，於毗鄰國家海關邊界前，將仍處於交貨之運送工具上尚未卸下之貨物交給買方處置，辦妥貨物出口結關手續然尚未辦理進口結關手續時，即完成交貨。

“邊境”乙詞可用於任何邊境，包括出口國邊境。因而，以指定地點及具體交貨點準確界定所指邊境，此極為重要。

然如當事各方希望賣方負責從交貨運送工具上卸貨並承擔卸貨之風險及費用，則應在買賣契約中明確載明。

此條件可用於陸地邊界交貨之各種運送方式，當在目的港船上或碼頭交貨時，應 DES 或 DEQ 條件。

A 賣方義務

B 買方義務

A1 提供符合契約規定之貨物

賣方必須提供符合買賣契約規定之貨物及商業發票或具同等作用之電子資訊，及契約可能要求之、證明貨物符合契約規定之其他任何憑證。

B1 支付價款

買方必須依照買賣契約規定支付價款。

A2 許可證、其他許可及手續

賣方必須自負風險及費用，取得任何出口許可證或其他官方許可或其他必要文件，以便將貨物交經買方處置，並於需要辦理海關手續時辦理貨物出口並運至指定之邊境交貨地點以及從他國過境所需之一切海關手續。

B2 許可證、其他許可及手續

買方必須自負風險及費用，取得任何進口許可證或其他官方許可或其他必要文件，並於需要辦理海關手續時辦理貨物進口所需之一切海關手續，及後續運送所需之一切海關手續。

A3 Contracts of carriage and Insurance

a) Contract of carriage

i) The seller must contract at his own expense for the carriage of the goods to the named point, if any, at the place of delivery at the frontier. If a point at the named place of delivery at the frontier is not agreed or not determined by practice, the seller may select the point at the named place of delivery which best suits his purpose.

ii) However, if requested by the buyer, the seller may agree to contract on usual terms at the buyer's risk and expense for the on-going carriage of the goods beyond the named place at the frontier to the final destination in the country of import named by the buyer. The seller may decline to make the contract and, if he does, shall promptly notify the buyer accordingly.

b) Contract of insurance

No obligation.

B3 Contracts of carriage and Insurance

a) Contract of carriage

No obligation.

b) Contract of insurance

No obligation.

A4 Delivery

The seller must place the goods at the disposal of the buyer on the arriving means of transport not unloaded at the named place of delivery at the frontier on the date or within the agreed period.

B4 Taking delivery

The buyer must take delivery of the goods when they have been delivered in accordance with A4.

A5 Transfer of risks

The seller must, subject to the provisions of B5, bear all risks of loss of or damage to the goods until such time as they have been delivered in accordance with A4.

B5 Transfer of risks

The buyer must bear all risks of loss of or damage to the goods from the time they have been delivered in accordance with A4.

The buyer must, should he fail to give notice in accordance with B7, bear all risks of the goods from the agreed date or the expiry date of the period fixed for delivery provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

A3 運送契約與保險契約

a)運送契約

i)賣方必須自負費用訂立運送契約，將貨物運至邊境指定之交貨地點及具體交貨點。如未約定或依慣例亦無法確定邊境指定之交貨地點之具體交貨點，則賣方可在指定之交貨地點選擇最適合其目的之交貨點。

ii)然若買方要求，賣方同意依通常條件訂立契約，由買方負擔風險及費用，將貨物從邊境指定之地點繼續運至由買方指定之進口國之最終目的地。賣方可拒絕訂立此契約，如是，應迅速通知買方。

b)保險契約

無義務。

B3 運送契約及保險契約

a)運送契約

無義務。

b)保險契約

無義務。

A4 交貨

賣方必須於約定日期或期限內，於邊境之指定之交貨地點，將仍處於運送工具上尚未卸下之貨物交給買方處置。

B4 受領貨物

買方必須於賣方依 A4 規定交貨時受領貨物。

A5 風險移轉

除 B5 規定外，賣方必須承擔貨物滅失或損壞之一切風險，以迄已依 A4 規定交貨為止。

B5 風險移轉

買方必須承擔依照 A4 規定交貨之時起貨物滅失或損壞之一切風險。

如買方未依 B7 規定通知賣方，則必須從約定之交貨日期或交貨期限屆滿之日起，承擔貨物滅失或損壞之一切風險，然以該項貨物已正式劃歸契約項下，即清楚地劃分或以其他方式確定為契約項下之貨物為限。

A6 Division of costs

The seller must, subject to the provision of B6, pay in addition to the costs resulting from A3 a), all costs relating to the goods until such time as they have been delivered in accordance with A4; and where applicable, the costs of customs formalities necessary for export as well as all duties, taxes or other charges payable upon export of the goods and for their transit through any country prior to delivery in accordance with A4.

B6 Division of costs

The buyer must pay all costs relating to the goods from the time they have been delivered in accordance with A4 including the expenses of unloading necessary to take delivery of the goods from the arriving means of transport at the named place of delivery at the frontier; and all additional costs incurred if he fails to take delivery of the goods when they have been delivered in accordance with A4, or to give notice in accordance with B7, provided, however, that the goods have been appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods; and where applicable, the cost of customs formalities as well as all duties, taxes and other charges payable upon import of the goods and for their subsequent transport.

A7 Notice to the buyer

The seller must give the buyer sufficient notice that the goods have been delivered to the named place of delivery at the frontier as well as any other notice required in order to allow the buyer to take measures which are normally necessary to enable him to take the goods.

B7 Notice to the seller

The buyer must, whenever he is entitled to determine the time within an agreed period and/or the point of taking delivery at the named place, give the seller sufficient notice thereof.

A8 Proof of delivery, transport document or equivalent electronic message

- a) The seller must provide the buyer at the seller's expense with the usual document or other evidence of the delivery of the goods at the named place at the frontier in accordance with A3 a) i).
- b) The seller must, should the parties agree on on-going carriage beyond the frontier in accordance with A3 a) ii), provide the buyer at the latter's request, risk and expense, with the through document of transport normally obtained in the country of dispatch covering on usual terms the transport of the goods from the point of dispatch in that country to the place of final destination in the country of import named by the buyer.

Where the seller and the buyer have agreed to communicate electronically, the document referred to in the preceding paragraph

A6 費用劃分

除 B6 規定者外，賣方必須支付依照 A3 a) 規定發生之費用，及除此之外與貨物有關之一切費用，以迄已依照 A4 規定交貨為止；及於需要辦理海關手續時，貨物出口需要辦理之海關手續費用，及貨物出口時應繳納之一切關稅、稅捐及其他費用，及依 A4 規定交貨之前從他國過境之費用。

B6 費用劃分

買方必須支付自依 A4 規定交貨時起與貨物有關之一切費用，包括於邊境之指定交貨地點將貨物從交貨運送工具上卸下以受領貨物之卸貨費；及如依 A4 規定交貨而買方未受領貨物或未依 B7 規定給予賣方通知，因此發生之一切額外費用，然以該項貨物已正式劃歸契約項下，即清楚地劃分或以其他方式確定為契約項下之貨物為限；及於需要辦理海關手續時，辦理海關手續之費用及貨物進口時應繳納之一切關稅、稅捐及其他費用，及辦理後續運送之費用。

A7 通知買方

賣方必須給予買方有關貨物發往邊境指定之交貨地點之充分通知，及要求之任何其他通知，以便買方能夠為受領貨物而採取通常必要之措施。

B7 通知賣方

一旦買方有權決定在約定期限內之時間及/或在指定之地點受領貨物之點，買方必須就此給予賣方充分通知。

A8 交貨憑證、運送單據或具同等作用之電子訊息

- a) 賣方必須自負費用向買方提供說明貨物已依 A3 a) i) 規定交付至邊境指定之地點之通常單據或其他憑證。
- b) 如當事各方面同意依 A3 a) ii) 規定越過邊境後繼續運送，賣方必須依據買方要求，並由買方負擔風險及費用，向其提供通常在發運國取得之聯運單據，訂明依習慣條件從該國之發運地將貨物運送至買方指定之進口國最終目的地。

如買賣雙方約定以電子方式通訊，則前項所述單據可以由具同等作用之電子資

may be replaced by an equivalent electronic data interchange (EDI) message. 料交換(EDI)訊息代替。

B8 Proof of delivery, transport document or equivalent electronic message

The buyer must accept the transport document and/or other evidence of delivery in accordance with A8.

A9 Checking-packaging-marking

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) which are necessary for the purpose of delivering the goods in accordance with A4.

The seller must provide at his own expense packaging (unless it is agreed or usual for the particular trade to deliver the goods of the contract description unpacked) which is required for the delivery of the goods at the frontier and for the subsequent transport to the extent that the circumstances (for example modalities, destination) are made known to the seller before the contract of sale is concluded. Packaging is to be marked appropriately.

B9 Inspection of goods

The buyer must pay the costs of any pre-shipment inspection except when such inspection is mandated by the authorities of the country of export.

A10 Other obligations

The seller must render the buyer at the latter's request, risk and expense, every assistance in obtaining any documents or equivalent electronic messages (other than those mentioned in A8) issued or transmitted in the country of dispatch and/or origin which the buyer may require for the import of the goods and, where necessary, for their transit through any country.

The seller must provide the buyer, upon request, with the necessary information for procuring insurance.

B10 Other obligations

The buyer must pay all costs and charges incurred in obtaining the documents or equivalent electronic messages mentioned in A10 and reimburse those incurred by the seller in rendering his assistance in accordance therewith.

If necessary, according to A3 a) ii), the buyer must provide the seller at his request and the buyer's risk and expense with the exchange control authorisation, permits, other documents or certified copies thereof, or with the address of the final destination of the goods in the country of import for the purpose of obtaining the through document of transport or any other document contemplated in A8 ii).

B8 交貨憑證、運送單據或具同等作用之電子訊息

買方必須接受依照 A8 規定提供之運送單據及/或其他交貨憑證。

A9 查對、包裝、標記

賣方必須支付為依 A4 規定交貨所需進行之查對費用(如核對貨物品質、丈量、過磅、點數之費用)。

賣方必須自負費用提供包裝(然依約定或依相關行業慣例, 契約所指貨物通常無需包裝即可交貨者除外), 此項包裝應依照賣方訂立買賣契約前已知之有關運送(如運送方式、目的地)所要求, 適合在邊境交貨及接運運送。包裝應為適當標記。

B9 貨物檢驗

買方必須支付任何裝運前檢驗之費用, 然出口國有關當局強制進行之檢驗者除外。

A10 其他義務

應買方要求並由其承擔風險及費用, 賣方必須給予買方一切協助, 以幫助買方取得由裝運地國及/或原產地國所簽發或傳送、為買方進口貨物可能要求及必要時從他國過境所需之任何單據或具同等作用之電子訊息(A8 所列之除外)。

應買方要求, 賣方必須向買方提供投保所需之資訊。

B10 其他義務

買方必須支付為獲取 A10 所述單據或具同等作用之電子訊息所生之一切費用, 並償付賣方因給予協助而發生之費用。

必要時, 依 A3 a) ii) 規定, 應賣方要求, 買方必須負擔風險及費用, 向賣方提供外匯管制許可、許可證件、其他單據或經認證之副本, 或提供取得聯運單所需之進口國最終目的地地址或 A8 ii) 中所指之任何其他單據。

DES Delivered EX Ship 目的港船上交貨(.....指定目的港)

(目的港船上交貨條件)

“Delivered Ex Ship“ means that the seller delivers when the goods are placed at the disposal of the buyer on board the ship not cleared for import at named port of destination. The seller has to bear all the costs and risks involved in bringing the goods to the named port of destination before discharging. If the parties wish the seller to bear the costs and risk of discharging the goods, then the DEQ term should be used.

This terms can be used only when the goods are to be delivered by sea or inland waterway or multimodal transport on a vessel in the port of destination.

A THE SELLER'S OBLIGATIONS

B THE BUYER'S OBLIGATIONS

A1 Provision of goods in conformity with the contract

The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.

B1 Payment of the price

The buyer must pay the price as provided in the contract of sale.

A2 Licences, authorization and formalities

The seller must obtain at his own risk and expense any export licence or other official authorization or other documents and carry out, where applicable, all customs formalities necessary for the export of the goods and for their transit through any country.

B2 Licences, authorization and formalities

The buyer must obtain at his own risk and expense any import licence or other official authorization and carry out, where applicable, all customs formalities necessary for the import of the goods.

A3 Contracts of carriage and insurance

a) Contract of carriage

The seller must contract at his own expense for the carriage of the goods to the named point, if any, at the named port of destination. If a point is not agreed or is not determined by practice, the seller may select the point at the named port of destination which best suits his purpose.

“目的港船上交貨(.....指定目的港)”係指於指定之目的港，貨物於船上交給買方處置，然不辦理貨物進口結關手續，賣方即完成交貨。賣方必須承擔貨物運至指定之目的港卸貨前之一切風險及費用。如當事各方希望賣方負擔卸貨之風險及費用，則應使用 DEQ 條件。僅當貨物經由海運或內河運送或多式聯運於目的港船上貨時，才能使用此條件。

A 賣方義務

B 買方義務

A1 提供符合契約規定之貨物

賣方必須提供符合買賣契約規定之貨物及商業發票或具同等作用之電子資訊，及契約可能要求，證明貨物符合契約規定之其他憑證。

B1 支付價款

買方必須依買賣契約規定支付價款。

A2 許可證、其他許可及手續

賣方必須自負風險及費用，取得任何出口許可證或其他官方許可或其他必要文件，並於需要辦理海關手續時辦理貨物出口及從他國過境所需之一切海關手續。

B2 許可證、其他許可及手續

買方必須自負風險及費用，取得任何進口許可證或其他官方許可，並於需要辦理海關手續時辦理貨物進口所需之一切海關手續。

A3 運送契約與保險契約

a)運送契約

賣方必須自負費用訂立運送契約，將貨物運至指定目的港之指定之地點。如未約定或依慣例亦無法確定具體交貨點，則賣方可於指定之目的港選擇最適合其目的之交貨點。

b) Contract of insurance

No obligation.

B3 Contracts of carriage and insurance

a) Contract of carriage

No obligation.

b) Contract of insurance

No obligation.

A4 Delivery

The seller must place the goods at the disposal of the buyer on board the vessel at the unloading point referred to in A3 a), in the named port of destination on the date or within the agreed period, in such a way as to enable them to be removed from the vessel by unloading equipment appropriate to the nature of the goods.

B4 Taking delivery

The buyer must take delivery of the goods when they have been delivered in accordance with A4.

A5 Transfer of risks

The seller must, subject to the provisions of B5, bear all risks of loss of or damage to the goods until such time as they have been delivered in accordance with A4.

B5 Transfer of risks

The buyer must bear all risks of loss of or damage to the goods from the time they have been delivered in accordance with A4.

The buyer must, should he fail to give notice in accordance with B7, bear all risks of loss of or damage to the goods from the agreed date or the expiry date of the agreed period for delivery provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

A6 Division of costs

The seller must, subject to the provisions of B6, pay in addition to costs resulting from A3 a), all costs relating to the goods until such time as they have been delivered in accordance with A4; and

where applicable, the costs of customs formalities necessary for export as well as all duties, taxes or other charges payable upon export of the goods and for their transit through any country prior to delivery in accordance with A4.

B6 Division of costs

The buyer must pay all costs relating to the goods from the time they have been delivered in accordance with A4, including the

b)保險契約

無義務。

B3 運送契約及保險契約

a)運送契約

無義務。

b)保險契約

無義務。

A4 交貨

賣方必須於約定之日期或期限內，於指定之目的港依照 A3 a)指定之卸貨點，將貨物於船上交給買方處置，以便貨物能夠由適合該項貨物特性之卸貨設備從船上卸下。

B4 受領貨物

買方必須於賣方依 A4 規定交貨時受領貨物。

A5 風險移轉

除 B5 規定外，賣方必須承擔貨物減失或損壞之一切風險，以迄已依 A4 規定交貨為止。

B5 風險移轉

買方必須承擔依 A4 規定交貨之時起貨物減失或損壞之一切風險。

如買方未依 B7 規定通知賣方，則必須自約定之交貨日期或交貨期限屆滿之日起，承擔貨物減失或損壞之一切風險，然以該項貨物已正式劃歸契約項下，即清楚地劃分或以其他方式確定為契約項下之貨物為限。

A6 費用劃分

除 B6 規定者外，賣方必須支付依照 A3 a)規定發生之費用，及依 A4 規定交貨前與貨物有關之一切費用；及

在需要辦理海關手續時，貨物出口需要辦理之海關手續費用及貨物出口時應繳納之一切關稅、稅捐及其他費用，及依照 A4 規定交貨前從他國過境之費用。

B6 費用劃分

買方必須支付自依 A4 規定交貨之時起與貨物有關之一切費用，包括為受領貨

expenses of discharge operations necessary to take delivery of the goods from the vessel; and
all additional costs incurred if he fails to take delivery of the goods when they have been placed at his disposal in accordance with A4, or to give notice in accordance with B7, provided, however, that the goods have been appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

where applicable, the coats of customs formalities as well as all duties, taxes and other charges payable upon import of the goods.

A7 Notice to the buyer

The seller must give the buyer sufficient notice of the estimated time of arrival of the nominated vessel in accordance with A4 as well as any other notice required in order to allow the buyer to take measures which are normally necessary to enable him to take delivery of the goods.

B7 Notice to the seller

The buyer must, whenever he is entitled to determine the time within an agreed period and/or the point of taking delivery in the named port of destination, give the seller sufficient notice thereof.

A8 Proof of delivery, transport document or equivalent electronic message

The seller must provide the buyer at the seller's expense with the delivery order and/or the usual transport document (for example a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, or a multimodal transport document) to enable the buyer to claim the goods from the carrier at the port of destination.

Where the seller and the buyer have agreed to communicate electronically, the document referred to in the preceding paragraph may be replaced by an equivalent electronic data interchange (EDI) message.

B8 Proof of delivery, transport document or equivalent electronic message

The buyer must accept the delivery order or the transport document in accordance with A8.

A9 Checking-packaging-marking

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) which are necessary for the purpose of delivering the goods in accordance with A4.

The seller must provide at his own expense packaging (unless it is usual for the particular trade to deliver the goods of the contract description unpacked), which is required for the delivery of the goods. Packaging is to be marked appropriately.

B9 Inspection of goods

物所需要之貨物從船上卸下之卸貨費；及

如貨物依 A4 規定交給買方處置而未受領貨物，或未依 B7 規定通知賣方，因此而生之一切額外費用，然以該項貨物已正式劃歸契約項下，即清楚地劃分或以其他方式確定為契約項下之貨物為限；及

於需要辦理海關手續時，貨物進口所需辦理之海關手續費用及應繳納之一切關稅、稅捐及其他費用。

A7 通知買方

賣方必須給予買方有關依 A4 規定指定之船舶預期到達時間之充分通知，及要求之任何其他通知，以便買方能夠為受領貨物而採取通常必要之措施。

B7 通知賣方

一旦買方有權決定於約定期限內之時間及/或在指定之目的地港受領貨物之點，買方必須就此給予賣方充分通知。

A8 交貨憑證、運送單據或具同等作用之電子訊息

賣方必須自負費用向買方提供提貨單及/或通常運送單據(如可轉讓提單、不可轉讓海運單、內河運送單據或多式聯運單據)以使買方得以在目的地港從運送人處受領貨物。

如買賣雙方約定以電子方式通訊，則前項所述單據可由具同等作用之電子資料交換(EDI)訊息代替。

B8 交貨憑證、運送單據或具同等作用之電子訊息

買方必須接受依照 A8 規定提供之提貨單或運送單據。

A9 查對、包裝、標記

賣方必須支付為依 A4 規定交貨所需進行之查對費用(如核對貨物品質、丈量、過磅、點數之費用)。

賣方必須自付費用提供為交付貨物所要求之包裝(然依相關行業慣例，契約所指貨物無需包裝即可交貨者除外)。包裝應為適當標記。

B9 貨物檢驗

The buyer must pay the costs of any pre-shipment inspection except when such inspection is mandated by the authorities of the country of export.

A10 Other obligations

The seller must render the buyer at the latter's request, risk and expense, every assistance in obtaining any documents or equivalent electronic messages (other than those mentioned in A8) issued or transported in the country of dispatch and/or of origin which the buyer may require for the import of the goods.

The seller must provide the buyer, upon request, with the necessary information for procuring

B10 Other obligations

The buyer must pay all costs and charges incurred in obtaining the documents or equivalent electronic messages mentioned in A10 and reimburse those incurred by the seller in rendering his assistance in accordance therewith.

買方必須支付任何裝運前檢驗之費用，然出口國有關當局強制進行之檢驗者除外。

A10 其他義務

應買方要求並由其承擔風險及費用，賣方必須給予買方一切協助，以幫助買方取得由裝運地國及/或原產地國所簽發或傳送，為買方進口貨物可能要求之任何單據或具同等作用之電子訊息(A8 所列之除外)。

應買方要求，賣方必須向買方提供投保所需之資訊。

B10 其他義務

買方必須支付因獲取 A10 所述單據或具同等作用之電子訊息所發生之一切費用，並償付賣方因給予協助而發生之費用。

DEQ Delivered EX Quay 目的港碼頭交貨(.....指定目的港)

(目的港碼頭交貨條件)

“Delivered Ex Quay” means that the seller delivers when the goods are placed at the disposal of the buyer not cleared for import on the quay (wharf) at the named port of destination. The seller has to bear costs and risks involved in bringing the goods to the named port of destination and discharging the goods on the quay (wharf).

The DEQ term requires the buyer to clear the goods for and to pay for all formalities, duties, taxes and other charges upon import.

THIS IS A REVERSAL FROM PREVIOUS INCOTERMS VERSIONS WHICH REQUIRED THE SELLER TO ARRANGE FOR IMPORT CLEARANCE.

If the parties wish to include in the seller's obligations all or part of the costs payable upon import of the goods, this should be made clear by adding explicit wording to this effect in the contract of sale.

This term can be used only when the goods are to be delivered by sea or inland waterway or multimodal transport on discharging from a vessel onto the quay (wharf) in the port of destination. However if the parties wish to include in the seller's obligations the risks and costs of the handling of the goods from the quay to another place (warehouse, terminal, transport station, etc.) in or outside the port, the DDU or DDP terms should be used.

A THE SELLER'S OBLIGATIONS

B THE BUYER'S OBLIGATIONS

A1 Provision of goods in conformity with the contract

The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.

B1 Payment of price

The buyer must pay the price as provided in the contract of sale.

A2 Licences, authorisations and formalities

The seller must obtain at his own risk and expense any export licence or other official authorisation or other documents and carry out, where applicable, all customs formalities for the export of goods, and for their transit through any country.

B2 Licences, authorisations and formalities

The buyer must obtain at his own risk and expense any import licence or official authorisation or other documents and carry out, where applicable, all customs formalities necessary for the import of the goods.

“目的港碼頭交貨”係指賣方於指定之目的港碼頭將貨物交給買方處置，不辦理進口結關手續，即完成交貨。賣方應承擔將貨物運至指定之目的港並卸至碼頭之一切風險及費用。

DEQ 條件要求買方辦理進口結關手續並於進口時支付一切辦理海關手續之費用、關稅、稅捐及其他費用。此與先前版本相反，先前版本要求賣方辦理進口結關手續。

如當事方希望賣方負擔全部或部分進口時繳納之費用，則應在買賣契約中明確載明。

僅於貨物經由海運、內河運送或多式聯運且於目的港碼頭卸貨時，才能使用此條件。然如當事人希望賣方負擔將貨物從碼頭運至港口以內或以外之其他點(倉庫、終點站、運送站等)之義務時，則應使用 DDU 或 DDP 條件。

A 賣方義務

B 買方義務

A1 提供符合契約規定之貨物

賣方必須提供符合買賣契約規定之貨物及商業發票或具同等作用之電子資訊，及契約可能要求，證明貨物符合契約規定之其他任何憑證。

B1 支付價款

買方必須依買賣契約規定支付價款。

A2 許可證、其他許可及手續

賣方必須自負風險及費用，取得任何出口許可證或其他官方許可或其他文件，並於需要辦理海關手續時辦理貨物出口及從他國過境所需之一切海關手續。

B2 許可證、其他許可及手續

買方必須自負風險及費用，取得任何進口許可證或其他官方許可，並於需要辦理海關手續時辦理貨物進口所需之一切海關手續。

A3 Contracts of carriage and insurance

a) Contract of carriage

The seller must contract at his own expense for the carriage of the goods to the named quay (wharf) at the named port of destination. If a specific quay (wharf) is not agreed or is not determined by practice, the seller may select the quay (wharf) at the named port of destination which best suits his purpose.

b) Contract of insurance

No obligation.

B3 Contracts of carriage and insurance

a) Contracts of carriage

No obligation.

b) Contract of insurance

No obligation.

A4 Delivery

The seller must place the goods at the disposal of the buyer on the quay (wharf) referred to in A3 a), on the date or within the agreed period

B4 Taking delivery

The buyer must take delivery of the goods when they have been delivered in accordance with A4.

A5 Transfer of risks

The seller must, subject to the provisions of B5, bear all risks of loss of or damage to the goods until such time as they have been delivered in accordance with A4.

B5 Transfer of risks

The buyer must bear all risks of loss of or damage to the goods from the time they have been delivered in accordance with A4.

The buyer must, should be fail to give notice in accordance with B7, bear all risks of loss of or damage to the goods from the agreed date or the expiry date of the agreed period for delivery provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

A6 Division of costs

The seller must, subject to the provisions of B6, pay In addition to costs resulting from A3 a), all costs relating to the goods until such time as they are delivered on the quay (wharf) in accordance with A4; and where applicable, the costs of customs formalities necessary for

A3 運送契約與保險契約

a)運送契約

賣方必須自負費用訂立運送契約，將貨物運至指定目的港之指定碼頭。如未約定或依慣例亦無法確定具體碼頭，則賣方可在指定之目的港選擇最適合其目的之碼頭交貨。

b)保險契約

無義務。

B3 運送契約及保險契約

a)運送契約

無義務。

b)保險契約

無義務。

A4 交貨

賣方必須於約定之日期或期限內，於依 A3 a)規定指定之目的港碼頭上將貨物交給買方處置。

B4 受領貨物

買方必須於賣方依 A4 規定交貨時受領貨物。

A5 風險移轉

除 B5 規定外，賣方必須承擔貨物滅失或損壞之一切風險，以迄已依 A4 規定交貨為止。

B5 風險移轉

買方必須承擔依 A4 規定交貨時起貨物滅失或損壞之一切風險。

如買方未依 B7 規定通知賣方，則必須自約定之交貨日期或交貨期限屆滿之日起，承擔貨物滅失或損壞之一切風險，然以該項貨物已正式劃歸契約項下，即清楚地劃分或以其他方式確定為契約項下之貨物為限。

A6 費用劃分

除 B6 規定外，賣方必須支付依照 A3 a)規定發生之費用，及依 A4 規定在目的港碼頭交貨之前與貨物有關之一切費用；及於需要辦理海關手續時，貨物出口需要

export as well as all duties, taxes and other charges payable upon export of the goods and for their transit through any country prior to delivery.

B6 Division of costs

The buyer must pay all costs relating to the goods from the time they have been delivered in accordance with A4, including any costs of handling the goods in the port for subsequent transport or storage in warehouse or terminal; and all additional costs measured if he fails to take delivery of the goods when they have been placed at his disposal in accordance with A4, or to give notice in accordance with B7, provided, however, that the goods have been appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods; and

where applicable, the cost of customs formalities as well as all duties, taxes and other charges payable upon import of the goods and for their subsequent transport.

A7 Notice to the buyer

The seller must give the buyer sufficient notice of the estimated time of arrival of the nominated vessel in accordance with A4, as well as any other notice required in order to allow the buyer to take measures which are normally necessary to enable him to take delivery of the goods.

B7 Notice to the seller

The buyer must, whenever he is entitled to determine the time within an agreed period and/or the point of taking delivery in the named port of destination, give the seller sufficient notice thereof.

A8 Transport document or equivalent electronic message

The seller must provide the buyer at the seller's expense with the delivery order and/or the usual transport document (for example a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document or a multimodal transport document) to enable him to take the goods and remove them from the quay (wharf).

Where the seller and the buyer have agreed to communicate electronically, the document referred to in the preceding paragraph may be replaced by an equivalent electronic data interchange (EDI) message.

B8 Proof of delivery, transport document or equivalent electronic message

The buyer must accept the delivery order or transport document in accordance with A8.

A9 Checking-packaging-marking

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting), which are

辦理之海關手續費用，及貨物出口時應繳納之一切關稅、稅捐及其他費用，及交貨前貨物從他國過境之費用。

B6 費用劃分

買方必須支付自依 A4 規定交貨時起與貨物有關之一切費用，包括於港口搬運貨物以便繼續運送或存入倉庫或中轉站之一切費用；及

如貨物依 A4 規定交給買方處置而未受領貨物，或未依 B7 規定通知賣方，因此所生之一切額外費用，然以該項貨物已正式劃歸契約項下，即清楚地劃分或以其他方式確定為契約項下之貨物為限；及

於需要辦理海關手續時，貨物進口所需辦理之海關手續費用以及應繳納之一切關稅、稅捐及其他費用以及繼續運送之費用。

A7 通知買方

賣方必須給予買方說明依 A4 規定之指定之船舶預期到達時間之充分通知，及要求之任何其他通知，以便買方能夠為受領貨物而採取通常必要之措施。

B7 通知賣方

一旦買方有權決定於約定期限內之時間及/或在指定之目的地港受領貨物之地點，買方必須就此給予賣方充分通知。

A8 運送單據或具同等作用之電子訊息

賣方必須自負費用向買方提供提貨單及/或通常運送單據(如可轉讓提單、不可轉讓海運單、內河運送單據或多式聯運單據)以使買方得以提貨，從碼頭上搬走。

如買賣雙方約定以電子方式通訊，則前項所述單據可由具同等作用之電子資料交換(EDI)訊息代替。

B8 交貨憑證、運送單據或具同等作用之電子訊息

買方必須接受依 A8 規定提供之提貨單或運送單據。

A9 查對、包裝、標記

賣方必須支付為依 A4 規定交貨所需進行之查對費用(如核對貨物品質、丈量、過磅、點數之費用)。

necessary for the purpose of delivering the goods in accordance with A4.

The seller must provide at his own expense packaging (unless it is usual for the particular trade to deliver the goods of the contract description unpacked), which is required for the delivery of the goods. Packaging is to be marked appropriately.

B9 Inspection of goods

The buyer must pay the costs of any pre-shipment inspection except when such inspection is mandated by the authorities of the country of export.

A10 Other obligations

The seller must render the buyer at the latter's request, risk and expense, every assistance in obtaining any documents or equivalent electronic messages (other than those mentioned in A8) issued or transmitted in the country of dispatch and/or origin which the buyer may require for the import of the goods.

The seller must provide the buyer, upon request, with the necessary information for procuring insurance.

B10 Other obligation

The buyer must pay all costs and charges incurred in obtaining the documents or equivalent electronic messages mentioned in A10 and reimburse those incurred by the seller in rendering his assistance in accordance therewith.

賣方必須自負費用提供交貨所需要之包裝(然依相關行業慣例，契約所指貨物無需包裝即可交貨者除外)。包裝應為適當標記。

B9 貨物檢驗

買方必須支付任何裝運前檢驗之費用，然出口國有關當局強制進行之檢驗者除外。

A10 其他義務

應買方要求並由其承擔風險及費用，賣方必須給予買方一切協助，以幫助買方取得由裝運地國及/或原產地國所簽發或傳送，為買方進口貨物所需之任何單據或具同等作用之電子訊息(A8 所列之除外)。

應買方要求，賣方必須向買方提供投保所需之資訊。

B10 其他義務

買方必須支付因獲取 A10 所述單據或具同等作用之電子訊息所發生之一切費用，並償付賣方因給予協助而發生之費用。

DDU Delivered EX Quay 未完稅交貨(.....指定目的地)

(輸入國稅前交貨條件)

“Delivered duty unpaid” means that the seller delivers the goods to the buyer, not cleared for import, and not unloaded from my arriving means of transport at the named place of destination. The seller has to bear the costs and risks involved in bringing the goods thereto, other than, where applicable, any “duty”(Which term includes the responsibility for and the risks of the carrying out of customs formalities, and the payment of formalities, custom duties, taxes and other charges) for import in the country of destination. Such “duty” has to be borne by the buyer as well as any costs and risks caused by his failure to clear the goods for import in time.

However, if the parties wish the seller to carry out custom formalities and bear the costs and risks resulting therefrom as well as some of the costs payable upon import of the goods, this should be made clear by adding explicit wording to this effect in the contract of sale.

This term may be used irrespective of the mode of transport but when delivery is to take place in the port of destination on board the vessel or on the quay (wharf), the DES or DEQ term should be used.

“未完稅交貨(.....指定目的地)”係指賣方於指定之目的地將貨物交給買方處置，不辦理進口手續，亦不從交貨之運送工具上將貨物卸下，即完成交貨。賣方應承擔將貨物運至指定之目的地之一切風險及費用，不包括需要辦理海關手續時，在目的地國進口應繳納之任何“稅捐”(包括辦理海關手續之責任及風險，及繳納手續費、關稅、稅捐及其他費用)。買方必須承擔此項“稅捐”及因其未能及時辦理貨物進口結關手續而引起之費用及風險。

然如雙方希望賣方辦理海關手續並承擔因此所生之費用及風險，及於貨物進口時應支付之一此費用，則應在買賣契約中明確寫明。

此條件適用於各種運送方式，然當貨物在目的港船上或碼頭交貨時，應使用DES或DEQ條件。

A THE SELLER'S OBLIGATIONS

B THE BUYER'S OBLIGATIONS

A1 Provision of the goods in conformity with the contract

The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.

B1 Payment of the price

The buyer must pay the price as provided in the contract of sale.

A2 Licences, authorisations and formalities

The seller must obtain at his own risk and expense any export licence or other official authorisation or other documents and carry out, where applicable, all customs formalities for the export of goods, and for their transit through any country.

B2 Licences, authorisations and formalities

The buyer must obtain at his own risk and expense any import licence or official authorisation or other documents and carry out, where applicable, all customs formalities necessary for the import of the goods.

A 賣方義務

B 買方義務

A1 提供符合契約規定之貨物

賣方必須提供符合買賣契約規定之貨物及商業發票或具同等作用之電子資訊，及契約可能要求，證明貨物符合契約規定之其他憑證。

B1 支付價款

買方必須依買賣契約規定支付價款。

A2 許可證、其他許可及手續

賣方必須自負風險及費用，取得任何出口許可證或其他官方許可或其他文件，並於需要辦理海關手續時辦理貨物出口及從他國過境所需之一切海關手續。

B2 許可證、其他許可及手續

買方必須自負風險及費用，取得任何進口許可證或其他官方許可或其他文件，並於需要辦理海關手續時辦理貨物進口所需之一切海關手續。

A3 Contracts of carriage and insurance

a) Contract of carriage

The seller must contract at his own expense for the carriage of the goods to the named place of destination. If a specific point is not agreed or is not determined by practice, the seller may select the point at the named place of destination which best suits his purpose.

b) Contract of insurance

No obligation.

B3 Contracts of carriage and insurance

a) Contract of carriage

No obligation.

b) Contract of insurance

No obligation.

A4 Delivery

The seller must place the goods at the disposal of the buyer, or at that of another person named by the buyer, on any arriving means of transport not unloaded, at the named place of destination on the date or within the period agreed for delivery.

B4 Taking delivery

The buyer must take delivery of the goods when they have been delivered in accordance with A4.

A5 Transfer of risks

The seller must, subject to the provisions of B5, bear all risks of loss of or damage to the goods until such time as they have been delivered in accordance with A4.

B5 Transfer of risks

The buyer must bear all risks of loss of or damage to the goods from the time they have been delivered in accordance with A4.

The buyer must, should he fail to fulfil his obligations in accordance with B2, bear all additional risks of loss of or damage to the goods incurred thereby.

The buyer must, should he fail to give notice in accordance with B7, bear all risks of loss of or damage to the goods from the agreed date or the expiry date of the agreed period for delivery provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

A6 Division of costs

A3 運送契約與保險契約

a)運送契約

賣方必須自負費用訂立運送契約，將貨物運至指定目的地。如未約定或依慣例亦無法確定具體交貨點，則賣方可在之目的地選擇最適合其目的之交貨點。

b)保險契約

無義務。

B3 運送契約及保險契約

a)運送契約

無義務。

b)保險契約

無義務。

A4 交貨

賣方必須於約定之日期或交貨期限內，於指定之目的地將在交貨之運送工具上尚未卸下之貨物交給買方或買方指定之其他人處置。

B4 受領貨物

買方必須在賣方依 A4 規定交貨時受領貨物。

A5 風險移轉

除 B5 規定外，賣方必須承擔貨物滅失或損壞之一切風險，以迄已依 A4 規定交貨為止。

B5 風險移轉

買方必須承擔依 A4 規定交貨時起貨物滅失或損壞之一切風險。

如買方未履行 B2 規定之義務，則必須承擔因此而生之貨物滅失或損壞之一切額外風險。

如買方未依 B7 規定通知賣方，則必須自約定之交貨日期或交貨期限屆滿之日起，承擔貨物滅失或損壞之一切風險，然以該項貨物已正式劃歸契約項下，即清楚地劃分或以其他方式確定為契約項下之貨物為限。

A6 費用劃分

除 B6 規定外，賣方必須支付

The seller must, subject to the provisions of B6, pay in addition to costs resulting from A3 a), all costs relating to the goods until such time as they have been delivered in accordance with A4; and where applicable, the costs of customs formalities necessary for export as well as all duties, taxes and other charges payable upon export and for their transit through any country prior to delivery in accordance with A4.

B6 Division of costs

The buyer must pay all costs relating to the goods from the time they have been delivered in accordance with A4; and all additional costs incurred if he fails to fulfil his obligations in accordance with B2, or to give notice in accordance with B7, provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods; and where applicable, the costs of customs formalities as well as all duties, taxes and other charges payable upon import of the goods.

A7 Notice to the buyer

The seller must give the buyer sufficient notice of the dispatch of the goods as well as any other notice required in order to allow the buyer to allow the buyer to take measures which are normally necessary to enable him to take delivery of the goods

B7 Notice to the seller

The buyer must, whenever he is entitled to determine the time within an agreed period and/or, the point of taking delivery at the named place, give the seller sufficient notice thereof.

A8 Proof of delivery, transport document or equivalent electronic message

The seller must provide the buyer at the seller's expense the delivery order and/or the usual transport document (for example a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take delivery of the goods in accordance with A4/B4. Where the seller and the buyer have agreed to communicate electronically, the document referred to in the preceding paragraph may be replaced by an equivalent electronic data interchange (EDI) message.

B8 Proof of delivery, transport document or equivalent electronic message

The buyer must accept the appropriate delivery order or transport document in accordance with A8.

A9 Checking-packaging-marking

依 A3 a) 規定發生之費用，及依 A4 規定交貨之前與貨物有關之一切費用；及

於需要辦理海關手續時，貨物出口需要辦理之海關手續費用，及貨物出口時應繳納之一切關稅、稅捐及其他費用，及交貨前貨物從他國過境之費用。

B6 費用劃分

買方必須支付
自依 A4 規定交貨時起與貨物有關之一切費用；及
如買方未履行 B2 規定之義務，或未依 B7 規定作出通知，因此所生之一切額外費用，然以該項貨物已正式劃歸契約項下，即清楚地劃分或以其他方式確定為契約項下之貨物為限；及
於需要辦理海關手續時，貨物進口所需要辦理之海關手續費用以及應繳納之一切關稅、稅捐及其他費用以及繼續運送之費用。

A7 通知買方

賣方必須給予買方有關發運貨物之充分通知，及要求之任何其他通知，以便買方能夠為受領貨物而採取通常必要之措施。

B7 通知賣方

一旦買方有權決定在約定期限內之時間及/或在指定之目的地港受領貨物之點，買方必須就此給予賣方充分通知。

A8 交貨憑證、運送單據或具同等作用之電子訊息

賣方必須自負費用向買方提供依 A4/B4 規定受領貨物可能需要之提貨單及/或通常運送單據(如可轉讓提單、不可轉讓海運單、內河運送單據、空運單、鐵路運單、公路單或多式聯運單據)。

如買賣雙方約定以電子方式通訊，則前項所述單據可由具同等作用之電子資料交換(EDI)訊息代替。

B8 交貨憑證、運送單據或具同等作用之電子訊息

買方必須接受依 A8 規定提供之適當之提貨單或運送單據。

A9 查對、包裝、標記

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) which are necessary for the purpose of delivering the goods in accordance with A4.

The seller must provide at his own expense packaging (unless it is usual for the particular trade to deliver the goods of the contract description unpacked) which is required for the delivery of the goods. Packaging is to be marked appropriately.

B9 Inspection of goods

The buyer must pay the costs of any pre-shipment inspection except when such inspection is mandated by the authorities the authorities of the country of export.

A10 Other obligations

The seller must render the buyer at the latter's request, risk and expense, every assistance in obtaining any documents or equivalent electronic message (other than those mentioned in A8) issued or transmitted in the country of dispatch and/or of origin which the buyer may require for the import of the goods.

The seller must provide the buyer, upon request, with the necessary information for procuring insurance.

B10 Other obligations

The buyer must pay all costs and charges incurred in obtaining the documents or equivalent electronic messages mentioned in A10 and reimburse those incurred by the seller in rendering his assistance in accordance therewith.

賣方必須支付為依 A4 規定交貨所需進行之查對費用(如核對貨物品質、丈量、過磅、點數之費用)。

賣方必須自負費用提供交貨所需要之包裝(然依相關行業慣例，契約所指貨物無需包裝即可交貨者除外)。包裝應為適當標記。

B9 貨物檢驗

買方必須支付任何裝運前檢驗之費用，然出口國有關當局強制進行之檢驗者除外。

A10 其他義務

應買方要求並由其承擔風險及費用，賣方必須給予買方一切協助，以幫助買方取得由裝運地國及/或原產地國所簽發或傳送，為買方進口貨物可能要求之任何單據或具同等作用之電子訊息(A8 所列之除外)。

應買方要求，賣方必須向買方提供投保所需之資訊。

B10 其他義務

買方必須支付因獲取 A10 所述單據或具同等作用之電子訊息所發生之一切費用，並償付賣方因給予協助而發生之費用。

DDP Delivered Duty Paid 完稅後交貨(.....指定目的地)

(輸入國稅後交貨條件)

“Delivered duty paid” means that the seller delivers the goods to the buyer, for import, and not unloaded from any arriving means of transport at the named place of destination. The seller has to bear all the costs and risks involved bringing the goods thereto including, where applicable, any "duty" (which term includes the responsibility for and the risk of the carrying out of customs formalities and the payment of formalities, customs duties, taxes and other charges) for import in the country of destination.

Whilst the EXW term represents the minimum obligation for the seller, DDP represents the maximum obligation.

This term should not be used if the seller is unable directly or indirectly to obtain the import licence.

However, if the parties wish to exclude from the seller's obligations some of the costs payable upon import of the goods (such as value-added tax: VAT), this should be made clear by adding explicit wording to this effect in the contract of sale.

If the parties wish the buyer to bear all risks and costs of the import, the DDU term should be used.

This term may be used irrespective of the mode of transport but when delivery is to take place in the port of destination on board the vessel or on the quay (wharf), the DES or DEQ terms should be used.

A THE SELLER'S OBLIGATIONS

B THE BUYER'S OBLIGATIONS

A1 Provision of the goods in conformity with the contract

The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.

B1 Payment of the price

The buyer must pay the price as provided in the Contract of sale.

A2 Licences, authorisations and formalities

The seller must obtain at his own risk and expense any export and import licence and other official authorisation or other documents and carry out, where applicable, all customs formalities necessary for the export of the goods, for their transit through any country and for their import.

B2 Licences, authorisations and formalities

The buyer must render the seller at the latter's request, risk and expense, every assistance in obtaining, where applicable, any

“完稅後交貨(.....指定目的地)”係指賣方於指定之目的地，辦理完進口結關手續，將在交貨運送工具上尚未卸下之貨物交給買方，完成交貨。賣方必須承擔將貨物運至指定之目的地之一切風險及費用，包括於需要辦理海關手續時在目的地應繳納之任何“稅捐”(包括辦理海關手續之責任及風險，以及繳納手續費、關稅、稅捐及其他費用)。

EXW 條件係賣方承擔最小責任，而 DDP 條件係賣方承擔最大責任。

若賣方無法直接或間接地取得進口許可證，則不應使用此條件。

然如當事人希望將任何進口時所要支付之一切費用(如加值型營業稅)從賣方之義務中排除，則應在買賣契約中明確載明。

若當事人希望買方承擔進口之風險及費用，則應使用 DDU 條件。

此條件適用於各種運送方式，但當貨物在目的港船上或碼頭交貨時，應使用 DES 或 DEQ 條件。

A 賣方義務

B 買方義務

A1 提供符合契約規定之貨物

賣方必須提供符合買賣契約規定之貨物及商業發票或具同等作用之電子資訊，及契約可能要求，證明貨物符合契約規定之其他憑證。

B1 支付價款

買方必須依買賣契約規定支付價款。

A2 許可證、其他許可及手續

賣方必須自負風險及費用，取得任何出口許可證及進口許可證或其他官方許可或其他文件，並於需要辦理海關手續時辦理貨物出口及進口以及從他國過境所需之一切海關手續。

B2 許可證、其他許可及手續

應賣方要求，並由其負擔風險及費用，買方必須給予賣方一切協助，幫助賣方

import licence or other official authorisation necessary for the import of the goods.

A3 Contracts of carriage and insurance

a) Contract of carriage

The seller must contract at his own expense for the carriage of the goods to the named place of destination. If a specific point is not agreed or is not determined by practice, the seller may select the point at the named place of destination which best suits his purpose.

b) Contract of insurance

No obligation.

B3 Contracts of carriage and insurance

a) Contract of carriage

No obligation.

b) Contract of insurance

No obligation.

A4 Delivery

The seller must place the goods at the disposal of the buyer, or at that of another person named by the buyer, on any arriving means of transport not unloaded at the named place of destination on the date or within the period agreed for delivery.

B4 Taking delivery

The buyer must take delivery of the goods when they have been delivered in accordance with A4.

A5 Transfer of risks

The seller must, subject to the provisions of B5, bear all risks of loss of or damage to the goods until such time as they have been delivered in accordance with A4.

B5 Transfer of risks

The buyer must bear all risks of loss of or damage to the goods from the time they have been delivered in accordance with A4.

The buyer must, should he fail to fulfil his obligations in accordance with B2, bear all additional risks of loss of or damage to the goods incurred thereby.

The buyer must, should he fail to give notice in accordance with B7, bear all risks of loss of or damage to the goods from the agreed, date or the expiry date of the agreed period for delivery provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

於需要辦理海關手續時取得貨物進口所需之進口許可證或其他官方許可。

A3 運送契約與保險契約

a) 運送契約

賣方必須自負費用訂立運送契約，將貨物運至指定目的地。如未約定或依慣例亦無法確定具體交貨點，則賣方可在之目的地選擇最適合其目的之交貨點。

b) 保險契約

無義務。

B3 運送契約及保險契約

a) 運送契約

無義務。

b) 保險契約

無義務。

A4 交貨

賣方必須於約定之日期或交貨期限內，於指定之目的地將在交貨運送工具上尚未卸下之貨物交給買方或買方指定之其他人處置。

B4 受領貨物

買方必須在賣方依 A4 規定交貨時受領貨物。

A5 風險移轉

除 B5 規定外，賣方必須承擔貨物滅失或損壞之一切風險，以迄已依 A4 規定交貨為止。

B5 風險移轉

買方必須承擔依照 A4 規定交貨時起貨物滅失或損壞之一切風險。

如買方未履行 B2 規定之義務，則必須承擔因此所生之貨物滅失或損壞之一切額外風險。

如買方未依 B7 規定通知賣方，則必須自約定之交貨日期或交貨期限屆滿之日起，承擔貨物滅失或損壞之一切風險，然以該項貨物已正式劃歸契約項下，即清楚地劃分或以其他方式確定為契約項下之貨物為限。

A6 費用劃分

A6 Division of Costs

The seller must, subject to the provisions of B6, pay in addition to costs resulting from A3 a), all costs relating to the goods until such time as they have been delivered in accordance with A4; and where applicable, the costs of customs formalities necessary for export and import as well as all duties, taxes and other charges payable upon export and import of the goods, and for their transit through any country prior to delivery in accordance with A4.

B6 Division of costs

The buyer must pay all costs relating to the goods from the time they have been delivered in accordance with A4; and all additional costs incurred if he fails to fulfil his obligations in accordance with B2, or to give notice in accordance with B7, provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

A7 Notice to the buyer

The seller must give the buyer sufficient notice of the dispatch of the goods as well as any other notice required in order to allow the buyer to take measures which are normally necessary to enable him to take delivery of the goods.

B7 Notice to the seller

The buyer must, when he is entitled to determine the time within an agreed period and/or the point of taking delivery at the named place, give the seller sufficient notice thereof.

A8 Proof of delivery, transport document or equivalent electronic message

The seller must provide the buyer at the seller's expense with the delivery order and/or the usual transport document (for example a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take delivery of the goods in accordance with A4/B4.

Where the seller and the buyer have agreed to communicate electronically, the document referred to in the preceding paragraph may be replaced by an equivalent electronic data interchange (EDI) message.

B8 Proof of delivery, transport document or equivalent electronic message

The buyer must accept the appropriate delivery order or transport document in accordance with A8.

A9 Checking-packing-marking

除 B6 規定者外，賣方必須支付依照 A3 a) 規定發生之費用，及依照 A4 規定交貨之前與貨物有關之一切費用；及於需要辦理海關手續時，貨物出口及進口所需要辦理之海關手續費用，及貨物出口及進口時應繳納之一切關稅、稅捐及其他費用，及依 A4 交貨前貨物從他國過境之費用。

B6 費用劃分

買方必須支付自依 A4 規定交貨時起與貨物有關之一切費用；及如買方未履行 B2 規定之義務，或未依 B7 規定作出通知，因此所生之一切額外費用，然以該項貨物已正式劃歸契約項下，即清楚地劃分或以其他方式確定為契約項下之貨物為限。

A7 通知買方

賣方必須給予買方有關貨物發運之充分通知，及要求之任何其他通知，以便買方能為受領貨物而採取通常必要之措施。

B7 通知賣方

一旦買方有權決定在約定期限內之時間及/或在指定之目的地港受領貨物之點，買方必須就此給予賣方充分通知。

A8 交貨憑證、運送單據或具同等作用之電子訊息

賣方必須自負費用向買方提供依 A4/B4 規定受領貨物可能需要之提貨單及/或通常運送單據(如可轉讓提單、不可轉讓海運單、內河運送單據、空運單、鐵路運單、公路單或多式聯運單據)，以使買方依 A4/B4 規定受領貨物。

如買賣雙方約定以電子方式通訊，則前項所述單據可由具同等作用之電子資料交換(EDI)訊息代替。

B8 交貨憑證、運送單據或具同等作用之電子訊息

買方必須接受依 A8 規定提供之提貨單或運送單據。

A9 查對、包裝、標記

賣方必須支付為依 A4 規定交貨所需進

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) which are necessary for the purpose of delivering the goods in accordance with A4.

The seller must provide at his own expense packaging (unless it is usual for the particular trade to deliver the goods of the contract description unpacked) which is required for the delivery of the goods. Packaging is to be marked appropriately.

B9 Inspection of goods

The buyer must pay the costs of any pre-shipment inspection except when such inspection is mandated by the authorities of the country of export.

A10 Other obligation

The seller must pay all costs and charges incurred in obtaining the documents or equivalent electronic message mentioned in B10 and reimburse those incurred by the buyer in rendering his assistance herewith.

The seller must provide the buyer, upon request, with the necessary information for procuring insurance.

B10 Other obligation

The buyer must render the seller, at the latter's request, risk and expense, every assistance in obtaining any documents or equivalent electronic messages issued or transmitted in the country of import which the seller may require for the purpose of making the goods available to the buyer in accordance therewith.

行之查對費用(如核對貨物品質、丈量、過磅、點數之費用)。

賣方必須自負費用提供交貨所需要之包裝(然依相關行業慣例，契約所指貨物無需包裝即可交貨者除外)。包裝應為適當標記。

B9 貨物檢驗

買方必須支付任何裝運前檢驗之費用，然出口國有關當局強制進行之檢驗者外。

A10 其他義務

賣方必須支付為獲取 B10 所述單據或具同等作用之電子訊息(A8 所列之除外)所發生之一切費用，並償付買方因給予協助發生之費用。

應買方要求，賣方必須向買方提供投保所需之資訊。

B10 其他義務

應賣方要求並由其承擔風險及費用，買方必須給予賣方一切協助，以幫助賣方取得為依照本規則將貨物交付買方需要，由進口國簽發或傳遞之任何單證或具同等作用之電子訊息。

