



國際商會 International Chamber of Commerce (ICC)

國際商會使用於國內及國際貿易條件規則 ICC rules for the use of domestic and international trade terms

國貿條規 INCOTERMS-2020

台灣輔仁大學財經法律學系 黃裕凱教授¹ 譯² 2020.10.10

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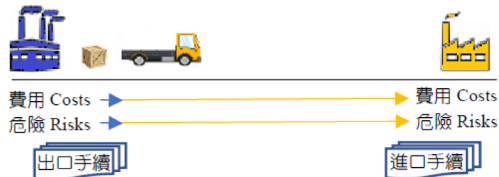
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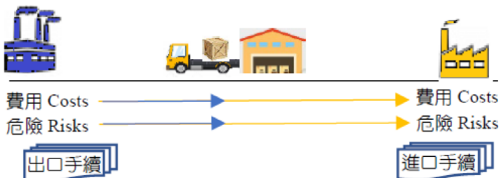
² 譯註：本文件除各條件名稱儘量參考習慣用語外，由於金融研訓院譯文若干名詞不符合法律用語，例如『風險』，民法用語為『危險』；『提單』，海商法正式用語為『載貨證券』；『on-board B/L』航運正式名稱為『裝船載貨證券』而非『裝載提單』....等，本譯文予以全文重新翻譯。

國貿條規 2020 – 多式或任一式運送之規則

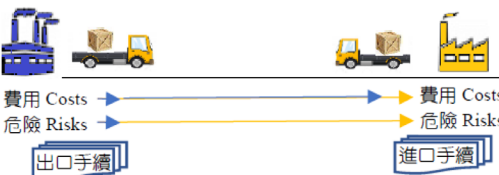
EXW Ex Works
(Insert named place of delivery)
工廠交貨 (...指定地點)



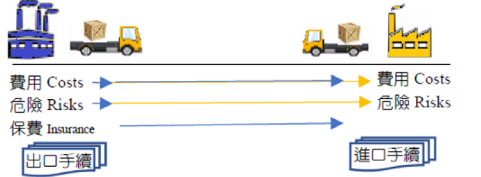
FCA Free Carrier
(Insert named place of delivery)
貨交運送人 (...指定地點)



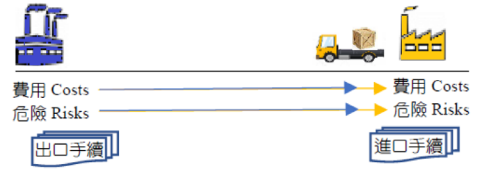
CPT Carriage Paid to
(Insert named place of destination)
運費付訖 (...指定目的地)



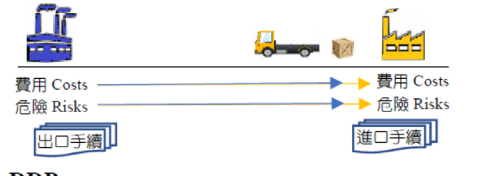
CIP Carriage and Insurance Paid to
(Insert named place of destination)
運費保費付訖 (...指定目的地)



DAP Delivered at Place
(Insert named place of destination)
目的地交貨 (...指定目的地)

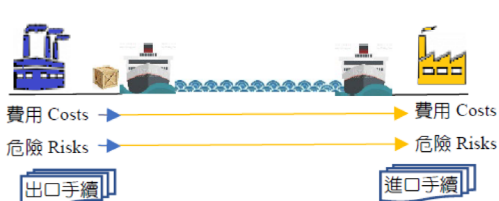


DDP Delivered Duty Paid
(Insert named place of destination)
稅訖交貨 (...指定目的地)

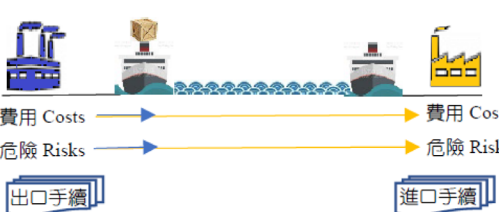


國貿條規 2020 – 海上或內陸水運之規則

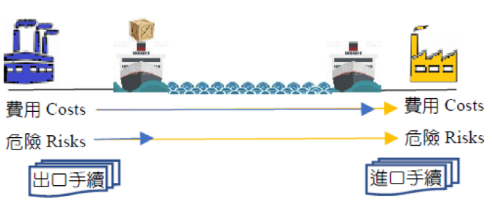
FAS Free Alongside Ship
(Insert named port of shipment)
船邊交貨 (...指定裝船港)



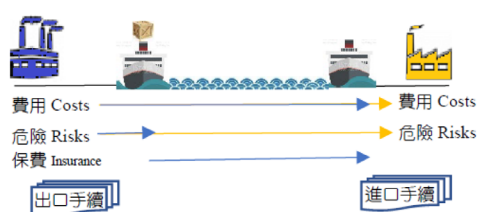
FOB Free on Board
(Insert named port of shipment)
船上交貨 (...指定裝船港)



CFR Cost and Freight
(Insert named port of destination)
運費在內 (...指定目的港)



CIF Cost Insurance and Freight
(Insert named port of destination)
運保費在內 (...指定目的港)



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Introduction to Incoterms 2020

國貿條規 2020 簡介

1. The purpose of the text of this Introduction is fourfold:
 - to explain what the Incoterms 2020 rules do and do NOT do and how they are best incorporated;
 - to set out the important fundamentals of the Incoterms rules: the basic roles and responsibilities of seller and buyer, delivery, risk, and the relationship between the Incoterms rules and the contracts surrounding a typical contract of sale for export/import and also, where appropriate, for domestic sales;
 - to explain how best to choose the right Incoterms rule for the particular sale contract; and
 - to set out the central changes between Incoterms 2010 and Incoterms 2020.
2. The Introduction follows this structure:
 - I. What the Incoterms rules do
 - II. What the Incoterms rules do NOT do
 - III. How best to incorporate the Incoterms rules
 - IV. Delivery, risk and costs in the Incoterms 2020 rules
 - V. Incoterms 2020 rules and the carrier
 - VI. Rules for the contract of sale and their relationship to other contracts
 - VII. The eleven Incoterms 2020 rules—“sea and inland waterway” and “any mode(s) of transport”: getting it right
 - VIII. Order within the Incoterms 2020 rules
 - IX. Differences between Incoterms 2010 and Incoterms 2020
 - X. Caution with variants of Incoterms rules
3. This Introduction gives guidance on the use of, and about the fundamental principles behind, the Incoterms 2020 rules.

I. WHAT THE INCOTERMS RULES DO

4. The Incoterms rules explain a set of eleven of the most commonly-used three-letter trade terms, e.g. CIF, DAP, etc., reflecting business-to-business practice in contracts for the sale and purchase of goods.
5. The Incoterms rules describe:
 - Obligations: Who does what as between seller and buyer, e.g. who organises carriage or insurance of the goods or who obtains shipping documents and export or import licences;
 - Risk: Where and when the seller “delivers” the goods, in other words where risk transfers from seller to buyer; and
 - Costs: Which party is responsible for which costs, for example transport, packaging, loading or unloading costs, and checking or security-related costs.The Incoterms rules cover these areas in a set of ten articles,

- 1.本簡介有四目的：
 - 解釋國貿條規 2020 規則哪些可做及那些無法處理及最佳訂入如何為之；
 - 建立國貿條規規則的重要基礎：買賣雙方的基本任務及職責、交貨、危險、以及國貿條規與傳統進出口買賣契約及於適用時於國內銷售時契約間關係；
 - 解釋某個別買賣契約如何去選擇最正確的國貿條規；及
 - 闡述國貿條規 2010 與國貿條規 2020 間之核心變動。
- 2.本簡介依循以下結構：
 - I. 國貿條規規則可做哪些事
 - II. 國貿條規規則無法處理的事
 - III. 如何最佳地併入國貿條規
 - IV. 國貿條規 2020 之交貨、危險及費用
 - V. 國貿條規 2020 與運送人
 - VI. 買賣契約及與其他契約間關係之規則
 - VII. 國貿條規 2020 十一種規則：『海上及內陸水道』及『任何運送模式』：正確使用
 - VIII. 國貿條規 2020 規則內之順序
 - IX. 國貿條款 2010 及 2020 間之差異
 - X. 國貿條規各種規則之警示
- 3.本簡介係為提供於使用國貿條規 2020 及其背後的基本原則提供指引。

I. 國貿條規規則可做哪些事

4. 國貿條規規則解釋一組能反映貨品買賣商業間之實務由 11 種 3 字母所組成的最常用貿易條件，例如 CIF、DAP 等。
5. 國貿條規規則規定如下：
 - 義務：買賣雙方間的各自義務為何，例如誰應安排貨物之運送及保險，或誰應取得船運文件及進出口許可證；
 - 危險：賣方應於何地及何時『交付』貨物，亦即危險於何時從賣方移轉給買方；且
 - 費用：任一方應負責哪些費用，例如運送、包裝、裝載或卸載費用，以及檢驗或保安相關費用。國貿條規各規則涵蓋一組由 A1/B1 等十

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numbered A1/B1 etc., the A articles representing the seller's obligations and the B articles representing the buyer's obligations. See paragraph 53 below.

個條款所組成，A 條款代表賣方義務，B 條款代表買方義務。見下文第 53 節。

II. WHAT THE INCOTERMS RULES DO NOT DO

6. The Incoterms rules are NOT in themselves—and are therefore no substitute for—a contract of sale. They are devised to reflect trade practice for no particular type of goods—and for any. They can be used as much for the trading of a bulk cargo of iron ore as for five containers of electronic equipment or ten pallets of airfreighted fresh flowers.

7. The Incoterms rules do NOT deal with the following matters:

- whether there is a contract of sale at all;
- the specifications of the goods sold;
- the time, place, method or currency of payment of the price;
- the remedies which can be sought for breach of the contract of sale;
- most consequences of delay and other breaches in the performance of contractual obligations;
- the effect of sanctions;
- the imposition of tariffs;
- export or import prohibitions;
- force majeure or hardship;
- intellectual property rights; or
- the method, venue, or law of dispute resolution in case of such breach.

Perhaps most importantly, it must be stressed that the Incoterms rules do NOT deal with the transfer of property/title/ownership of the goods sold.

8. These are matters for which the parties need to make specific provision in their contract of sale. Failure to do so is likely to cause problems later if disputes arise about performance and breach. In essence, the Incoterms 2020 rules are not themselves a contract of sale: they only become part of that contract when they are incorporated into a contract which already exists. Neither do the Incoterms rules provide the law applicable to the contract. There may be legal regimes which apply to the contract, whether international, like the Convention on the International Sale of Goods (CISG); or domestic mandatory law relating, for example, to health and safety or the environment.

III. HOW BEST TO INCORPORATE THE INCOTERMS RULES

9. If parties want the Incoterms 2020 rules to apply to their contract, the safest way to ensure this is to make that intention clear in their contract, through words such as “[the chosen Incoterms rule] [named port, place or point] Incoterms 2020”.

II. 國貿條款無法處理的事

6. 國貿條規本身並非買賣契約，無法取代買賣契約。其設計目的僅是為反映非特定貨物類型或某些特定貨物類型之貿易實務。其可使用於例如鐵礦等散裝貨物，亦可使用於五只貨櫃電子設備或十個墊板的空運鮮花。

7. 國貿條款無法處理以下事項：

- 是否具有買賣契約；
- 所出售貨物的規格；
- 貨價支付的時間、地點、方法或貨幣；
- 違反買賣契約可尋求的救濟；
- 遲延及違反其他契約義務履行的多數後果；
- 制裁的效力；
- 關稅的課徵；
- 出口或進口的禁令；
- 不可抗力或災難；
- 智慧財產權；或
- 違反時爭議解決的方式、管轄地及準據法。

或許更重要的且必須予以強調的是，國貿條規並不處理所出售貨物的財產/權利/所有權的移轉。

8. 其為雙方當事人於其買賣契約中必須做出的具體規定。沒有這些規定，於履行或違約產生爭議時，可能會產生問題。本質上，國貿條規 2020 本身並非買賣契約：其僅於已存在的契約予以併入時方成為該契約的一部份。國貿條規亦未規定適用該契約的準據法。契約本身具有其應適用的法律制度，例如國際貨品買賣公約(CISG)；或各國有關例如健康、安全或環保有關的強制規範。

III. 如何最佳地併入國貿條規

9. 如雙方當事人希望將國貿條規 2020 適用於其契約中，最安全的方式是將此意圖明確地載明於其契約中，例如透過『所選定的國貿條規』、『載明港、地或點』國



10. Thus, for example, CIF Shanghai Incoterms 2020, or DAP No 123, ABC Street, Importland Incoterms 2020.
11. Leaving the year out could cause problems that may be difficult to resolve. The parties, a judge or an arbitrator need to be able to determine which version of the Incoterms rules applies to the contract.
12. The place named next to the chosen Incoterms rule is even more important:
- in all Incoterms rules except the C rules, the named place indicates where the goods are “delivered”, i.e. where risk transfers from seller to buyer;
 - in the D rules, the named place is the place of delivery and also the place of destination and the seller must organise carriage to that point;
 - in the C rules, the named place indicates the destination to which the seller must organise and pay for the carriage of the goods, which is not, however, the place or port of delivery.
13. Thus, an FOB sale raising doubt about the port of shipment leaves both parties uncertain as to where the buyer must present the ship to the seller for the shipment and the transport of the goods—and as to where the seller must deliver the goods on board so as to transfer risk in the goods from seller to buyer. Again, a CPT contract with an unclear named destination will leave both parties in doubt as to the point to which the seller must contract and pay for the transport of the goods.
14. It is best to avoid these types of issues by being as geographically specific as possible in naming the port, place or point, as the case may be, in the chosen Incoterms rule.
15. When incorporating a particular Incoterms 2020 rule into a sale contract, it is not necessary to use the trademark symbol. For further guidance on trademark and copyright, please refer to <https://iccwbo.org/incoterms-copyright/>.
10. 因此，如『CIF 上海國貿條規 2020』或『DAP Importland，ABC 街 123 號國貿條規 2020』。
11. 未將『年版』寫上可能會導致難以解決的問題。雙方當事人、法官或仲裁人必須決定契約應適用哪一年版的國貿條規。
12. 緊接在所選定的國貿條規之後所載明的地點亦非常重要：
- 於所有的國貿條規規則，除 C 規則外，所載明的地點係指貨物『已交貨』，亦即危險從賣方移轉給買方；
 - 於 D 規則，所載明的地點為交貨地且亦為目的地，賣方必須安排運送至該地點；
 - 於 C 規則，所載明的地點係指賣方應安排且支付貨物運送之目的地，而非交貨地或交貨港。
13. 因此，FOB 買賣會產生裝運港的疑慮，導致雙方當事人對於買方必須於哪裡將船舶為貨物裝運及運送，以及賣方應將貨物於何地裝載上船以便將貨物危險從賣方移轉給買方的不確定性。同樣地，CPT 契約亦具有一不明確的列名目的地，其亦會導致雙方當事人就賣方於何地地點必須締約及支付貨物運送之疑慮。
14. 為避免前述爭議，最好的方式是儘可能地於所擇定的國貿條規中載明地理上的港口、地或點。
15. 於買賣契約併入特定的國貿條規 2020 時，其無須適用商標符號。有關商標及版權的進一步指引，可參照：<https://iccwbo.org/incoterms-copyright/>。

IV. DELIVERY, RISK AND COSTS IN THE INCOTERMS 2020 RULES

16. A named place or port attached to the three letters, e.g. CIP Las Vegas or CIF Los Angeles, then, is critical in the workings of the Incoterms 2020 rules. Depending on which Incoterms 2020 rule is chosen, that place will identify either the place or port at which the goods are considered to have been “delivered” by the seller to the buyer, the place of “delivery”, or the place or port to which the seller must organise the carriage of the goods, i.e. their destination; or, in the case of the D rules, both.

IV. 國貿條規 2020 之交貨、危險及費用

16. 附在三字母之後所載明的地點或港口，例如『CIP 拉斯維加斯』或『CIF 洛杉磯』，對國貿條規 2020 的運作非常重要。依據選擇國貿條款 2020 那一規則，該地點將確定貨物被認為由賣方『業已交貨』給買方的地點或港口、該『交貨』地或賣方應安排貨物運送的地點或港口(亦即其目的地)；或於 D 規則，則

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- 二者都適用。
17. In all Incoterms 2020 rules, A2 will define the place or port of “delivery”—and that place or port is closest to the seller in EXW and FCA (seller’s premises) and closest to the buyer in DAP, DPU and DDP.
17. 於國貿條規 2020 所有規則中，A2 是定義『交貨』地或港，且所擇定的地點或港口於 EXW 及 FCA 條件(賣方工廠)比較靠近賣方，於 DAP、DPU 及 DDP 則比較靠近買方。
18. The place or port of delivery identified by A2 is critical both for risk and for costs.
18. A2 所確定的交貨地或港對危險及費用均非常重要。
19. The place or port of delivery under A2 marks the place at which risk transfers from seller to buyer under A3. It is at that place or port that the seller performs its obligation to provide the goods under the contract as reflected in A1 such that the buyer cannot recover against the seller for the loss of or damage to the goods occurring after that point has passed.
19. A2 交貨地或港亦代表著依 A3 賣方將危險移轉給買方的地點。此為賣方履行提供 A1 所規定的契約貨物之義務之地點或港口，於通過該點之後所發生的貨物滅失或毀損，買方不能向賣方請求賠償。
20. The place or port of delivery under A2 also marks the central point under A9 which allocates costs to seller and buyer. In broad terms, A9 allocates costs before the point of delivery to the seller and costs after that point to the buyer.
20. A2 交貨地或港亦代表著 A9 區分賣方及買方費用的中間點。廣義而言，A9 將交貨點以前的費用由賣方負擔，於該點之後所生之費用由買方負擔。

Delivery points

Extremes and in-betweens: the four traditional Incoterms rules groups

交貨點

極端與中間：四組傳統國貿條規規則

21. Versions of the Incoterms rules before 2010 traditionally grouped the rules into four, namely E, F, C and D, with E and D lying at extreme poles from each other in terms of the point of delivery and the F and C rules lying in between. While the Incoterms rules have, since 2010, been grouped according to the means of transport used, the old groupings are still helpful in understanding the point of delivery. Thus, the delivery point in EXW is an agreed point for collection of the goods by the buyer, whatever the destination to which the buyer will take them. At the other extreme in DAP, DPU and DDP, the delivery point is the same as the destination point to which the seller or its carrier will carry the goods. In the first, EXW, risk transfers before the transport cycle even starts; in the second, the D rules, risk transfers very late in that cycle. Again, in the first, EXW and, for that matter, FCA (seller’s premises), the seller performs its obligation to deliver the goods whether or not they actually arrive at their destination. In the second, the seller performs its obligation to deliver the goods only if they actually arrive at their destination.
21. 國貿條規 2010 年版本傳統上將各規則區分為四組，分別為 E、F、C 及 D 組，E 組及 D 組在交貨點項目上各自處於極端情況，而 F 組及 C 組則居於兩者中間。國貿條規自 2010 年版以後以依照所使用的運送方式為分類，較早的分組方式對瞭解交貨點仍有其幫助。因此於 EXW 條件的交貨點為買方應接收貨物的約定點，無論買方要將貨物運往哪一目的地。於其他極端情況如 DAP 條件、DPU 條件及 DDP 條件，交貨點同樣為賣方或其運送運送貨物之目的地。首先，於 EXW 條件，於運送流程開始前，危險就移轉；於 D 組規則，於運送流程的較後階段，危險才移轉。同樣地，於 EXW 條件及於 FCA 條件(賣方工廠)，賣方履行其交貨義務，無論貨物是否實際抵達目的地。於後者，貨物必須實際抵達目的地之後，賣方才算履行交貨義務。
22. The two rules at the extreme ends of the Incoterms rules are EXW and DDP. However, traders should consider alternative rules to these two for their international contracts. Thus, with EXW the seller has to merely put the goods at the buyer’s disposal. This may cause problems for the seller and the buyer,
22. 國貿條規最極端的二規則為 EXW 及 DDP。但貿易商應考量於其國際買賣契約中使用此二規則的替代規則。因此，於使用 EXW 規則時，賣方只需將貨物交給買方處理。此可能會給賣方及買方

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respectively, with loading and export clearance. The seller would be better advised to sell under the FCA rule. Likewise, with DDP, the seller owes some obligations to the buyer which can only be performed within the buyer's country, for example obtaining import clearance. It may be physically or legally difficult for the seller to carry out those obligations within the buyer's country and a seller would therefore be better advised to consider selling goods in such circumstances under the DAP or DPU rules.

23. Between the two extremes of E and D rules, there lie the three F rules (FCA, FAS and FOB), and the four C rules (CPT, CIP, CFR and CIF).

24. With all seven F and C rules, the place of delivery is on the seller's side of the anticipated carriage: consequently sales using these Incoterms rules are often called "shipment" sales. Delivery occurs, for example,

- a) when the goods are placed on board the vessel at the port of loading in CFR, CIF and FOB; or
- b) by handing the goods over to the carrier in CPT and CIP; or
- c) by loading them on the means of transport provided by the buyer or placing them at the disposal of the buyer's carrier in FCA.

In the F and C groups, risk transfers at the seller's end of the main carriage such that the seller will have performed its obligation to deliver the goods whether or not the goods actually arrive at their destination.

This feature, of being shipment sales with delivery happening at the seller's end early in the transit cycle, is common to the F and the C rules, whether they are the maritime Incoterms rules or the Incoterms rules intended for any mode[s] of transport.

25. The F and the C rules do, however, diverge as to whether it is the seller or buyer who contracts for or arranges the carriage of the goods beyond the place or port of delivery. In the F rules, it is the buyer who makes such arrangements, unless the parties agree otherwise. In the C rules, this obligation falls to the seller.

26. Given that a seller on any of the C rules contracts for or arranges the carriage of the goods beyond delivery, the parties need to know what the destination is to which it must arrange carriage—and that is the place attached to the name of the Incoterms rule, e.g. "CIF the port of Dalian" or "CIP the inland city of Shenyang". Whatever that named destination is, that place is not and never becomes the place of delivery.

Risk will have transferred on shipment or on handing over the goods at the place of delivery, but the contract of carriage must have been made by the seller for the named destination. Delivery and destination, then, in the C rules, are necessarily

帶來裝載及出口通關問題。建議賣方使用 FCA 規則出售貨物可能會較好。同樣地，於 DDP 規則，賣方對買方所承擔的若干義務中，有部分必須在買方的國家履行，例如取得進口通關。賣方於買方國家履行這些義務會造成實際上及法律上的困難，如賣方可能遭遇這些情況時，建議賣方最好能以 DAP 或 DPU 條件為貨物之出售。

23. 於 E 組及 D 組二極端規則的中間，是 F 組規則(包括 FCA、FAS 及 FOB)及 C 組規則(CPT、CIP、CFR 及 CIF)。

24. 於 F 組及 C 組的七項規則，交貨地是在預期運送的賣方這邊：

因此，使用這些國貿條規規則為貨物出售時一般會稱為『裝運』買賣。交貨發生情況例如：

- a) 於 CFR、CIF 及 FOB 規則：貨物是置放在裝貨港船上；或
- b) 於 CPT 及 CIP 規則：貨物是移交給運送人；或
- c) 於 FCA 規則：貨物是裝載上買方所提供的運送工具之上或置放於買方運送人可處置之情況。

於 F 組及 C 組，危險從主運送的賣方這端移轉，因此賣方已履行其交貨義務，而不論貨物是否實際到達其目的地。

此 F 組及 C 組的裝運買賣特色是交貨於運送流程的賣方端開始，而不論其屬海運的國貿條規規則，抑或將國貿條規使用於多式運送類型。

25. 然而，F 組及 C 組規則對於交貨地或交貨港外契約到底由賣方或買方安排貨物運送是有規定的。於 F 組規則，除當事人間另有約定外，由買方安排之。於 C 組規則，由賣方承擔該義務。

26. 於 C 組規則，賣方必須安排交貨前的貨物運送契約，雙方當事人必須知道該貨運契約的目的地在哪，亦即於國貿條款名稱之後應加上地點，例如『CIF 大連港』或『CIP 內陸瀋陽市』。但無論所載目的地為何，該地點並非也不會成為交貨地。

危險於貨物裝運或於交貨地移交時移轉，但賣方必須以載明目的地安排其運送契約。於 C 組規則，交貨及目的並不一定為同一地點。

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not the same place.

V. INCOTERMS 2020 RULES AND THE CARRIER

27. In the F and the C rules, placing the goods, for example, on board the vessel or handing them over to, or placing them at the disposal of, the carrier marks the point at which the goods are “delivered” by the seller to the buyer. Therefore this is the point at which risk transfers from the seller to the buyer.
28. Given those two important consequences, it becomes essential to identify who the carrier is where there is more than one carrier, each carrying out a separate leg of transport, for instance by road, rail, air or sea. Of course, where the seller has taken the far more prudent course of making one contract of carriage with one carrier taking responsibility for the entire carriage chain, in a so-called “through” contract of carriage, the problem does not arise. However, where there is no such “through” carriage contract, the goods could be handed over (where the CIP or CPT rules are used) to a road-haulier or rail company for onward transmission to a sea carrier. The same situation may arise with exclusively maritime transport where, for example, the goods are first handed over to a river or feeder short-sea carrier for onward transmission to an ocean carrier.
29. In these situations, when does the seller “deliver” the goods to the buyer: when it hands the goods over to the first, second or third carrier?
30. Before we answer that question, a preliminary point. While in most cases the carrier will be an independent third party engaged under a contract of carriage by either the seller or the buyer (depending on whether the parties have chosen a C Incoterms rule or an F Incoterms rule), there are situations where no such independent third party is engaged at all because the seller or the buyer itself will carry the goods sold. This is more likely to happen in the D rules (DAP, DPU and DDP), where the seller may use its own means of transport to carry the goods to the buyer at the delivery destination. Provision has therefore been made in the Incoterms 2020 rules for a seller under the D rules either to contract for carriage or to arrange for carriage, that is to say through its own means of transport: see A4.
31. The question asked at paragraph 29 above is not simply a “carriage” question: it is an important “sale” question. The question is not which carrier can a seller or buyer of goods damaged in transit sue under the contract of carriage. The “sale” question is: where there is more than one carrier involved in the carriage of the goods from seller to buyer, at which point in the carriage string does the handing over of the goods mark the point of delivery and the transfer of risk as

V. 國貿條規 2020 與運送人

27. 於 F 組及 C 組規則，將貨物置放於例如船上或移交給或置放於運送人所指定之點交由運送人處置時，該貨物等同由賣方交貨給買方。因此，該點亦為危險從賣方移轉給買方之移轉點。
28. 考量前述二重要影響，如運送人超過一人時，而每一運送人執行運送的每一階段，例如陸運、鐵運、空運或海運時，即有必要確認誰為運送人。當然於所謂的『一貫運送契約』情況下，亦即賣方採用較為謹慎的作法而與單一運送人締結並由其承擔全程運送義務，此情況就比較不會產生問題。然若無『一貫運送契約』時，貨物(於使用 CIP 或 CPT 條件時)可能移交給陸運公司或鐵路公司，然後再轉由海上運送人運送。同樣情況亦可能發生於全部均為海運情況，例如貨物先移交給河上或近海區間船運送人，然後再轉由海洋運送人運送。
29. 於前述情況下，何時可被認定為賣方『交貨』給買方？是貨物移交給第一、第二或第三運送人？
30. 於回答前述問題前，要先知道一重點。於多數情況下，運送人為一由賣方或買方(視雙方當事人選擇 C 組條件或 F 組條件為定)所聘用，履行運送契約的獨立第三人，此係因賣方或買方本身應承擔所出售貨物之運送，而必須使用獨立第三人協助之故。此情況更可能發生於 D 組條件(DAP、DPU 及 DDP 條件)，於這些條件下，賣方應使用其自己的運送工具於交貨目的地將貨物交付給買方。國貿條規 2020 已規定 D 組條件的賣方或可透過締結運送契約方式進行運送，亦即透過其自身的運送工具為運送：見 A4。
31. 前述第 29 點所提出的問題並非一簡單的『運送』問題，其是一重要的『買賣』問題。此問題不是貨物於運送途中受損時，賣方或買方可否依運送契約向運送人求償問題。『買賣』問題是：當有貨物從賣方至買方過程中有超過一以上的運送人為貨物運送時，那整個運送流程中哪一貨物移轉點可作為賣方與買方間



between seller and buyer?

32. There needs to be a simple answer to this question because the relationships between the multiple carriers used, and between the seller and/or the buyer with those several carriers, will be complex, depending as they do on the terms of a number of separate contracts of carriage. Thus, for example, in any such chain of contracts of carriage, one carrier, such as a carrier actually performing a leg of the transit by road, may well act as the seller's agent in concluding a contract of carriage with a carrier by sea.
33. The Incoterms 2020 rules give a clear answer to this question where the parties contract on FCA. In FCA, the relevant carrier is the carrier nominated by the buyer to whom the seller hands over the goods at the place or point agreed in the contract of sale. Thus even if a seller engages a road haulier to take the goods to the agreed delivery point, risk would transfer not at the place and time where the seller hands the goods over to the haulier engaged by the seller, but at the place and time where the goods are placed at the disposal of the carrier engaged by the buyer. This is why the naming of the place or point of delivery as precisely as possible is so important in FCA sales. The same situation can arise in FOB if a seller engages a feeder vessel or barge to take the goods to the vessel engaged by the buyer. A similar answer is provided by Incoterms 2020: delivery occurs when the goods are placed on board the buyer's carrier.
34. With the C rules, the position is more complex and may well attract different solutions under different legal systems. In CPT and CIP, the relevant carrier is likely to be regarded, at any rate in some jurisdictions, as the first carrier to whom the seller hands over the goods under A2 (unless the parties have agreed on the point of delivery). The buyer knows nothing of the contractual arrangements made between the seller and the first or subsequent carriers, or indeed between that first carrier and subsequent carriers. What the buyer does know, however, is that the goods are "in transit" to him or her—and that "transit" starts as far as the buyer knows, when the goods are put by the seller into the hands of the first carrier. The consequence is that risk transfers from seller to buyer at that early stage of "delivery" to the first carrier. The same situation can arise in CFR and CIF if a seller engages a feeder vessel or barge to take the goods to the agreed port of shipment, if any. A similar answer might be suggested in some legal systems: delivery occurs when the goods are placed on board the vessel at the agreed port of shipment, if any.
35. Such a conclusion, if adopted, may seem harsh on the buyer. Risk would transfer from seller to buyer in CPT and CIP sales when the goods are handed over to the first carrier. The buyer

的交貨點及危險移轉點？

32. 此問題必須要有一簡單答案，因所使用的多數運送人間關係，與賣方及或買方與這些運送人間的關係是非常複雜，其取決於數運送契約的約定情況。因此，例如於運送契約連結網絡中，某運送人以陸運方式履行某一運送階段，其可能會作為賣方代理人地位與海上運送人締結運送契約。
33. 如雙方當事人使用 FCA 條件時，國貿條規 2020 對此問題提供一明確答案。於 FCA 條件，相關運送人為買方所指定的運送人，賣方應將貨物於買賣契約所約定的地點將貨物移交給該運送人。因此，既使賣方聘用一陸運公司將貨物運往指定的交貨地點，賣方將貨物移交給其所雇用的陸運公司時，該時該地危險尚未移轉，其必須等到貨物置放於買方所聘用的運送人可得處置之地點及時間時，危險才移轉。這也就是說為何於 FCA 條件買賣，精準載明交貨地點非常重要的原因。同樣情況亦出現於 FOB 條件，如賣方聘用一區間船或駁船將貨物送交給買方所聘用的船舶時。國貿條規 2020 對此亦提供類似答案：交貨發生於貨物置放於買方運送人的船上。
34. 於 C 組規則，狀況會更加複雜且在不同法律體系會有不同的解決方式。於 CPT 及 CIP 條件，於某些國家，相關運送人在任何情況下會被認為是賣方的運送人，因其為賣方依 A2 為移交的第一運送人(但雙方當事人另有交貨地之協議者除外)。買方並不知道賣方與第一或後續運送人間及第一運送人與後續運送人間的契約安排。買方知道的是，貨物處於『轉運』給他的過程中，而就買方所知者為該『轉運』係賣方將貨物移交給第一運送人後開始。其結果為，從賣方至買方的危險於更早階段使『交貨』給第一運送人時移轉。同樣情況亦會發生於 CFR 及 CIF 條件，如賣方聘用一區間船或駁船，將貨物運往約定的裝運港時(如有)。若干法律制度會給予同樣答案：當貨物被置放於約定裝運港的船上時，即屬交貨。
35. 如採用此結論，對買方而言似乎會過於嚴苛。於 CPT 及 CIP 條件，危險從賣方移轉給買方的時間點係貨物移交給第一

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does not know at that stage whether or not that first carrier is responsible for loss of or damage to the goods under the relevant carriage contract. The buyer is not a party to that contract, has no control over it and will not know its terms. Yet, despite this, the buyer would end up bearing the risk in the goods from the very earliest moment of handing over, possibly without recovery against that first carrier.

36. While the buyer would end up bearing the risk of loss of or damage to the goods at an early stage of the transport chain, it would, on this view however, have a remedy against the seller. A2/A3 do not operate in a vacuum: under A4, the seller must contract for the carriage of the goods “from the agreed point of delivery, if any, at the place of delivery to the named place of destination or, if agreed, any point at that place.” Even if risk has transferred to the buyer at the time the goods were handed over to the first carrier under A2/A3, if that first carrier does not undertake responsibility under its contract of carriage for the through carriage of the goods to the named destination, the seller, on this view, would remain liable to the buyer under A4. In essence, the seller should make a contract of carriage to the destination named under the contract of sale.

VI. RULES FOR THE CONTRACT OF SALE AND THEIR RELATIONSHIP TO OTHER CONTRACTS

37. This discussion of the role of the carrier in the delivery of the goods as between the seller and the buyer in the C and F Incoterms rules raises the question: what role do the Incoterms rules play in the contract of carriage, or, indeed, in any of the other contracts typically surrounding an export contract, for example an insurance contract or a letter of credit?
38. The short answer is that the Incoterms rules do not form part of those other contracts: where incorporated, the Incoterms rules apply to and govern only certain aspects of the contract of sale.
39. This is not the same as saying, however, that the Incoterms rules have no impact on those other contracts. Goods are exported and imported through a network of contracts that, in an ideal world, should match the one with the other. Thus, the sale contract, for example, will require the tender of a transport document issued by the carrier to the seller/shipper under a contract of carriage and against which the seller/shipper/beneficiary might wish to be paid under a letter of credit. Where the three contracts match, things go well; where they do not, problems rapidly arise.
40. What the Incoterms rules say, for example, about carriage or

運送人之時。買方並不知道於該階段第一運送人是否應依相關運送契約負責貨物的滅失或毀損。買方並非該運送契約的當事人，其不僅無法控管該運送，也不知道運送契約條款約定為何。但既使如此，買方從移交的最早階段開始即承擔貨物危險，而卻無法向第一運送人為求償。

36. 雖然買方最終必須承擔貨物滅失或毀損之危險，但如發生在運送過程的較早階段，從買方立場，其是可向賣方提出求償。A2/A3 對此並非毫無規定：於 A4，賣方必須安排貨物運送『從協議交貨地的交貨點(如有)至目的地或該地所約定的點』。雖然於貨物移交給依 A2/A3 的運送人時，危險即行移轉，但如第一運送人並未履行其運送契約之義務而將貨物運送至約定的目的地，從賣方角度，其應依 A4 向買方負責。基本上，賣方依買賣契約應安排貨物運送契約，將貨物運往所約定的目的地。

VI. 買賣契約及與其他契約間關係之規則

37. 運送人於國貿條規 C 組及 F 組賣方及買方間交貨作用的討論曾引發一問題：國貿條規於運送契約中或事實上於任何傳統上附隨於一出口契約的其他契約(例如保險契約或信用狀)所扮演的角色為何？
38. 簡短回答是：國貿條規並不構成這些其他契約的一部份：於併入時，國貿條規僅適用於並規範貨物買賣契約的某些事項而已。
39. 但此並非說國貿條規規則不會對其他契約沒有影響。貨物的出口及進口是透過許多契約網絡，在理想情況下，各契約間應該是彼此搭配的。因此，以買賣契約為例，其會要求運送人依運送契約簽發給賣方/託運人的運送單證，以使賣方/託運人/受益人能依據信用狀獲得付款。此三契約如能相互搭配，一切就會順利進行；如非，問題就會快速浮現。
40. 國貿條規規則例如有關運送或運輸單證

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transport documents (in A4/B4 and A6/B6), or what they say about insurance cover (A5/B5), does not bind the carrier or the insurer or any of the banks involved. Thus, a carrier is only bound to issue a transport document as required by the contract of carriage it makes with the other party to that contract: it is not bound to issue a transport document complying with the Incoterms rules. Likewise, an insurer is bound to issue a policy to the level and in the terms agreed with the party purchasing the insurance, not a policy which complies with the Incoterms rules.

Finally, a bank will look only at the documentary requirements in the letter of credit, if any, not at the requirements of the sales contract.

41. However, it is very much in the interests of all the parties to the different contracts in the network to ensure that the carriage or insurance terms they have agreed with the carrier or insurer, or the terms of a letter of credit, comply with what the sale contract says about ancillary contracts that need to be made or documents that need to be obtained and tendered. That task does not fall on the carrier, the insurer or the bank, none of whom are party to the contract of sale and none of whom are, therefore, party to or bound by the Incoterms 2020 rules. It is, however, in the seller's and buyer's interest to try to ensure that the different parts of the network of contracts match—and the starting point is the sale contract—and therefore, where they apply, the Incoterms 2020 rules.

VII. THE ELEVEN INCOTERMS 2020 RULES—“SEA AND INLAND WATERWAY” AND “ANY MODE(S) OF TRANSPORT”: GETTING IT RIGHT

42. The main distinction introduced in the Incoterms 2010 rules, that between Rules for any Mode or Modes of Transport (comprising EXW, FCA, CPT, CIP, DAP, the newly named DPU—the old DAT—and DDP), and Rules for Sea and Inland Waterway Transport, (comprising FAS, FOB, CFR and CIF) has been retained.
43. The four so-called “maritime” Incoterms rules are intended for use where the seller places the goods on board (or in FAS alongside) a vessel at a sea or river port. It is at this point that the seller delivers the goods to the buyer. When these rules are used, the risk of loss of or damage to those goods is on the buyer's shoulders from that port.
44. The seven Incoterms rules for any mode or modes of transport (so-called “multi-modal”), on the other hand, are intended for use where
- a) the point at which the seller hands the goods over to, or places them at the disposal of, a carrier, or
 - b) the point at which the carrier hands the goods over to the

(於 A4/B4 及 A6/B6)是如何規定？或有關保險承保(A5/B5)是如何規定？並不拘束運送人或保險人或所涉及的任何銀行。因此，運送人僅受依據運送契約要求簽發運送單證之拘束，而與該契約有關的其他人有所連結：其無義務必須簽發一符合國貿條規規則之運送單證。同樣地，保險人僅有義務簽發投保之人所約定的等級及條款而簽發保單，該保單亦無須符合國貿條規規則。

最後，銀行僅查看信用狀下各項文件要求(如有)，而非依據買賣契約的要求。

41. 然而，如能確保與運送人或保險人所締結的運送契約及保險契約，或信用狀條款，均能符合買賣契約，使所有附屬契約予以被締結或取得所需單證及簽發，這才是最大程度地符合國貿網絡中不同契約的各方當事人的最大利益。此任務並非落在運送人、保險人或銀行身上，因他們均非買賣契約的當事人，他們也非受國貿條規 2020 規則拘束之當事人。因此，基於賣方及買方的利益，以確保契約網絡不同部分能相互搭配，其起始點為買賣契約，而於適用時，就是國貿條規 2020 規則。

VII. 國貿條規 2020 十一種規則：『海上及內陸水道』及『任何運送模式』：正確使用

42. 國貿條規 2010 推出時的主要區分方式是分別適用於任何運送模式之規則(亦即 EXW、FCA、CPT、CIP、DAP，以及舊稱 DAT 現更名為 DPU，及 DDP)，及適用於海上及內陸水道之規則(FAS、FOB、CFR 及 CIF)，這些均予以保留。
43. 四種稱為『海事』國貿條規規則旨在使用於賣方將貨物置放於海港或河港的船上(或於 FAS 規則則是置放於船邊)。於該點，賣方將貨物交付給買方。於使用這些規則時，這些貨物滅失或毀損的危險自該港口開始由買方承擔。
44. 另一方面，七種有關任何運送模式的國貿條規規則(一般稱為『多式』)旨在使用於：
- a) 賣方將貨物移交給運送人的點，或交給運送人處置的地點，或
 - b) 運送人將貨物移交給買方的點，或交



buyer, or the point at which they are placed at the disposal of the buyer, or
c) both points (a) and (b)
are not on board (or in FAS alongside) a vessel.

給買方處置的地點，或
c)前述(a)及(b)二點
均非在船上(或於 FAS 在船邊)。

45. Where delivery happens and risk transfers in each of these seven Incoterms rules will depend on which particular rule is used. For example, in CPT, delivery happens at the seller's end when the goods are handed over to the carrier contracted by the seller. In DAP, on the other hand, delivery happens when the goods are placed at the buyer's disposal at the named place or point of destination.
45. 交貨及危險移轉於何處，視使用此七個國貿條規的哪一規則為定。例如於 CPT 條件，交貨點於賣方端，於貨物移交給賣方所締約的運送人時。另一方面，於 DAP 條件，交貨點為位於買方可處置的約定地點或目的地。
46. The order in which the Incoterms 2010 rules were presented has, as we have said, been largely retained in Incoterms 2020 and it is important to underline the distinction between the two families of Incoterms rules so that the right rule is used for the contract of sale depending on the means of transport used.
46. 一如前述，國貿條規 2010 年的排序大多保留於國貿條規 2020，二國貿條規各規則間的區分非常重要，以便買賣契約能依據所使用的運送工具，決定應使用的正確規則。
47. One of the most frequent problems in the use of the Incoterms rules is the choice of the wrong rule for the particular type of contract.
47. 國貿條規各規則在使用上最常見的問題是：某特定契約類型選擇了錯誤規則。
48. Thus, for example, an FOB inland point (for example an airport or a warehouse) sale contract makes little sense: what type of contract of carriage must the buyer make? Does the buyer owe the seller an obligation to make a contract of carriage under which the carrier is bound to take over the goods at the named inland point or at the nearest port to that point?
48. 因此，例如 FOB 的內陸點(例如航空站或倉庫)，買賣契約對此比較沒有感覺：買方應安排哪類型的運送契約？買方為賣方是否負有締結運送契約，使運送人於所約定的內陸點或該點的最近港口接收貨物？
49. Again, a CIF named sea port sale contract where the buyer expects the goods to be brought to an inland point in the buyer's country makes little sense. Must the seller procure a contract of carriage and insurance cover to the eventual inland destination intended by the parties or to the seaport named in the sale contract?
49. 同樣地，依買賣契約，買方希望貨物能送抵買方國家某一內陸點，依 CIF 條件約定某海港，其意義也不大。賣方到底是要安排運送契約及投保保險，以承保雙方所約定的內陸目的地？抑或依買賣契約所約定的海港即可？
50. Gaps, overlaps and unnecessary costs are likely to arise—and all this because the wrong Incoterms rule has been chosen for the particular contract. What makes the mismatch “wrong” is that insufficient regard has been given to the two most important features of the Incoterms rules, features which are mirrors of each other, namely the port, place or point of delivery and the transfer of risks.
50. 當某特定契約選擇錯誤的國貿條規規則時，就可能發生缺口、重疊及不必要費用。會造成誤選的原因是對國貿條規規則二重要特徵沒有給予充分重視，這二個重要特徵是相互對應的，亦即交貨及危險移轉的港、地或點。
51. The reason for the frequent misuse of the wrong Incoterms rule is that Incoterms rules are frequently regarded exclusively as price indicators: this or that is the EXW, FOB, or DAP price. The initials used in the Incoterms rules are doubtless handy abbreviations for the formula used in the calculation of the price. Incoterms rules are not, however, exclusively, or even primarily, price indicators. They are a list of general
51. 常見誤用國貿條規規則的原因是：國貿條規經常被認定是專門針對貨價為規定的一項指標：例如其為 EXW、FOB 或 DAP 價格。國貿條規使用這些簡稱被毫無疑問地使用於作為買賣價額計算的公式簡稱。國貿條規並非專用於或主要用於買賣價額指標。其為賣方及買方依據業已完整

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obligations that sellers and buyers owe each other under well-recognised forms of sale contract—and one of their main tasks is to indicate the port, place or point of delivery where the risk is transferred.

締結的買賣契約下，雙方各自承擔的義務表列，其主要任務之一是指出危險移轉之交貨港、地及點。

VIII. ORDER WITHIN THE INCOTERMS 2020 RULES

VIII. 國貿條規 2020 規則內之順序

52. All the ten A/B articles in each of the Incoterms rules are important—but some are more important than others.

52. 每一國貿條規規則下各有 10 項 A/B 條款，這些條款都很重要，有些或許比其他條款更為重要。

53. There has, indeed, been a radical shake-up in the internal order in which the ten articles within each Incoterms rule have been organised. In Incoterms 2020, the internal order within each Incoterms rule now follows this sequence:

53. 事實上，每一國貿條規規則下的 10 條款的內部順序在架構上已有重大變動。於國貿條規 2020，每一國貿條規規則均依循以下順序：

- A1/B1 General obligations
- A2/B2 Delivery/Taking delivery
- A3/B3 Transfer of risks
- A4/B4 Carriage
- A5/B5 Insurance
- A6/B6 Delivery/transport document
- A7/B7 Export/import clearance
- A8/B8 Checking/packaging/marking
- A9/B9 Allocation of costs
- A10/B10 Notices

- A1/B1 一般義務
- A2/B2 交貨
- A3/B3 危險移轉
- A4/B4 運送
- A5/B5 保險
- A6/B6 交貨/運送單證
- A7/B7 進口/出口通關
- A8/B8 檢查/包裝/標誌
- A9/B9 費用劃分
- A10/B10 通知

54. It will be noticed that concerning the Incoterms 2020 rules, after recording in A1/B1 the basic goods/payment obligations of the parties, Delivery and the Transfer of risks are moved to a more prominent location, namely to A2 and A3 respectively.

54. 應注意的是，於國貿條規 2020 規則，於 A1/B1 規範雙方當事人基本的貨物及付款義務後，交貨及危險移轉移至更為顯著的位置，亦即 A2 及 A3。

55. The broad sequence thereafter goes:

55. 之後大致順序為：

- ancillary contracts (A4/B4 and A5/B5, carriage and insurance);
- transport documents (A6/B6);
- export/import clearance (A7/B7);
- packaging (A8/B8);
- costs (A9/B9); and
- notices (A10/B10).

- 附屬契約(A4/B4 及 A5/B5，運送及保險)；
- 運送單證(A6/B6)；
- 出口/進口通關(A7/B7)；
- 包裝(A8/B8)；
- 費用(A9/B9)；及
- 通知(A10/B10)。

56. It is appreciated that this change in the order of the A/B articles will take some time—and cost—to become familiar. It is hoped that with delivery and risk now made more prominent, traders will find it easier to identify the differences among the various Incoterms rules, i.e. the different points in time and place at which the seller “delivers” the goods to the buyer with risk transferring to the buyer from that time and point.

56. 各 A/B 條款順序的變動，或許需要一些時日及費用予以適應。希望交貨及危險條款的位置能更為突出，貿易商們得以更輕易地鑑別各國貿條規規則間有關不同時點的差異，亦即賣方『交貨』給買方及『危險移轉』給買方的時點。

57. For the first time, the Incoterms rules are published both in the traditional format setting out the eleven Incoterms rules and in a new “horizontal” format setting out the ten articles within each Incoterms rule under each of the headings listed above in

57. 國貿條規規則是第一次同時出版：傳統格式的十一種國貿條規規則，及另一以全新的『平行並列』方式，於每一國貿條規規定第 53 節所列十項條款之標題，



paragraph 53, first for the seller and then for the buyer. Traders can therefore now far more easily see the difference, for example, between the place of delivery in FCA and the place of delivery in DAP; or the items of cost which fall on a buyer in CIF when compared with the items of cost which fall on a buyer in CFR. It is hoped that this “horizontal” representation of the Incoterms 2020 rules will further assist traders in choosing the Incoterms rule most appropriate to their commercial requirements.

IX. DIFFERENCES BETWEEN INCOTERMS 2010 AND 2020

58. The most important initiative behind the Incoterms 2020 rules has been to focus on how the presentation could be enhanced to steer users towards the right Incoterms rule for their sale contract. Thus:

- a) a greater emphasis in this Introduction on making the right choice;
- b) a clearer explanation of the demarcation and connection between the sale contract and its ancillary contracts;
- c) upgraded Guidance Notes presented now as Explanatory Notes to each Incoterms rule; and
- d) a re-ordering within the Incoterms rules giving delivery and risk more prominence.

All these changes, though cosmetic in appearance, are in reality substantial attempts on the part of ICC to assist the international trading community towards smoother export/import transactions.

59. Apart from these general changes, there are more substantive changes in the Incoterms 2020 rules when compared with Incoterms 2010. Before looking at those changes, mention must be made of a particular development in trade practice which occurred since 2010 and which ICC has decided should not lead to a change in the Incoterms 2020 rules, namely Verified Gross Mass (VGM).

60. Note on Verified Gross Mass (VGM)—Since 1 July 2016, Regulation 2 under the International Convention for the Safety of Life at Sea (SOLAS) imposed on shippers in the case of the shipment of containers the obligation either to weigh the packed container using calibrated and certified equipment, or to weigh the contents of the container and add the weight of the container when empty. In either case, the VGM is to be recorded with the carrier. A failure to comply bears the sanction under the SOLAS Convention that the container “should not be loaded onto a ship”: see paragraph 4.2, MSC1/Circ.1475, 9 June 2014.

These weighing operations obviously incur expense and failure may lead to delay in loading. As this happened after 2010, it is unsurprising that there was some pressure in the consultations

先賣方，後買方。貿易商因此可較為容易地辨識其間差異，例如於 FCA 條款及 DAP 條款下的交貨地；或 CIF 條款及 CFR 條款下哪些費用屬買方負擔的差異。希望國貿條規 2020 此一『平行並列』呈現方式能進一步協助貿易商在選擇最適合其商業要求的國貿條規規則。

IX. 國貿條款 2010 及 2020 間之差異

58. 國貿條規 2020 規則背後最重要的作法是著重在如何強化其表現方式，以引導使用者能選定正確的國貿條規，以使用於其買賣契約。因此

- a) 於本簡介中更加強調應做出正確選擇；
- b) 於買賣契約及其附屬契約間的界限及關聯性進行更為明確的解釋；
- c) 提升每一國貿條規規則的解釋說明；及
- d) 國貿條規規則重新排序，使交貨及危險的重要性更為顯著。

前述這些變動，雖然有著外觀上的改進，但國際商會希望能實質上協助國際貿易界進行更為順遂的出口及進口交易。

59. 除一般變動後，國貿條規 2020 與國貿條規 2010 相較，亦有許多實質性的變動。於說明這些變動時，應先瞭解自 2010 年以來貿易實務的特殊發展，其中國際商會決定總櫃重驗證(VGM)不會造成國貿條規 2020 規則的變動。

60. 關於總櫃重驗證(VGM)部分：自 2016 年 7 月 1 日起，海上人命安全公約規則二課以貨櫃貨運的託運人應使用經校準及驗證過的秤重設備對重櫃進行秤重或針對櫃內貨物為秤重再加上空櫃重的義務。不論是哪種方式，運送人均會記載驗證過的總櫃重。未遵守該要求，海上人命安全公約處以『不應裝載上船』的處罰。(見 2014 年 6 月 9 日 MSC1/Circ.1475 第 4.2 節)

前述秤重作業很顯然會產生費用且如有違反會導致裝載上的遲延。由於此規定發生於 2010 年以後，不驚訝的是，此新



leading to Incoterms 2020 for a clear indication to be given as to who, as between seller and buyer, should bear such obligations.

61. It was felt by the Drafting Group that obligations and costs relating to VGM were too specific and complex to warrant explicit mention in the Incoterms 2020 rules.
62. Returning to the changes made by ICC to the Incoterms 2010 rules in the Incoterms 2020 rules, these are:
- [a] Bills of lading with an on-board notation and the FCA Incoterms rule
 - [b] Costs, where they are listed
 - [c] Different levels of insurance cover in CIF and CIP
 - [d] Arranging for carriage with seller's or buyer's own means of transport in FCA, DAP, DPU and DDP
 - [e] Change in the three-letter initials for DAT to DPU
 - [f] Inclusion of security-related requirements within carriage obligations and costs
 - [g] Explanatory Notes for Users

[a] Bills of lading with an on-board notation and the FCA Incoterms rule

63. Where goods are sold FCA for carriage by sea, sellers or buyers (or more likely their banks where a letter of credit is in place) might want a bill of lading with an on-board notation.
64. However, delivery under the FCA rule is completed before the loading of the goods on board the vessel. It is by no means certain that the seller can obtain an on-board bill of lading from the carrier. That carrier is likely, under its contract of carriage, to be bound and entitled to issue an on-board bill of lading only once the goods are actually on board.
65. To cater for this situation, FCA A6/B6 of Incoterms 2020 now provides for an additional option. The buyer and the seller can agree that the buyer will instruct its carrier to issue an on-board bill of lading to the seller after the loading of the goods, the seller then being obliged to tender that bill of lading to the buyer, typically through the banks. ICC recognises that, despite this somewhat unhappy union between an onboard bill of lading and FCA delivery, this caters for a demonstrated need in the marketplace. Finally, it should be emphasised that even where this optional mechanism is adopted, the seller is under no obligation to the buyer as to the terms of the contract of carriage.

66. Does it remain true to say that where containerised goods are

規定導致國貿條規 2020 進行修正諮商時的一些壓力：要求明確指出賣方及買方之間，誰應承擔是項義務？

61. 起草小組認為總櫃重驗證(VGM)過於特定且複雜，很難在國貿條規 2020 中予以精準規範。
62. 回到國際商會針對國貿條規 2010 年的變動，於國貿條規 2020 年，這些變動包括：
- [a] 載貨證券應有已裝船及 FCA 國貿條規的註記
 - [b] 費用予以清單化
 - [c] CIF 及 CIP 條件要求不同等級的保險投保
 - [d] 於 FCA、DAP、DPU 及 DDP 條件，運送安排包括賣方或買方自己的運送工具
 - [e] DAT 簡稱變更為 DPU
 - [f] 運送義務及費用中納入保安相關要求
 - [g] 給使用者的註解說明

[a] 載貨證券應有已經裝船及 FCA 國貿條規的註記

63. 貨物以 FCA 條件出售並經由海上運送時，賣方或買方(或更可能包括信用狀相關銀行)可能需要其上記載『已裝船』的載貨證券。
64. 然而，依 FCA 規則，於貨物裝載上船前就已經完成交貨。其將無法確定賣方可自運送人那邊取得裝船載貨證券。依運送契約，該運送人可能僅於貨物實際裝載上船時，始負有簽發裝載載貨證券之義務。
65. 為適應此一情況，國貿條規 2020 FCA 條件 A6/B6 現已有附加選項。買方及賣方得約定買方應指示其運送人於貨物裝載上船後簽發裝船載貨證券給賣方，而賣方因此有義務將該載貨證券透過銀行轉讓給買方。國際商會承認，雖然裝船載貨證券及 FCA 交貨間的結合並非十分融洽，但此至少能滿足市場應予以證明裝船之要求。最後應強調的是，即使採用此一選擇性機制，就運送契約約定而言，賣方對買方並不負有任何義務。
66. 當賣方將貨櫃貨物於裝船前移交給運送

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delivered by seller to buyer by handing over to a carrier before loading onto a ship, the seller is well advised to sell on FCA terms rather than on FOB terms? The answer to that question is Yes. Where Incoterms 2020 have made a difference, however, is that where such a seller still wants or needs a bill of lading with an on-board notation, the new additional option in the FCA term A6/B6 makes provision for such a document.

[b] Costs, where they are listed

67. In the new ordering of the articles within the Incoterms 2020 rules, costs now appear at A9/B9 of each Incoterms rule. Apart from that re-location, however, there is another change that will become obvious to users early on. The various costs which fall to be allocated by various articles within the Incoterms rules have traditionally appeared in different parts of each Incoterms rule. Thus, for example, costs related to the obtaining of a delivery document in FOB 2010 were mentioned in A8, the article under the heading “Delivery Document”, but not in A6, the article under the heading “Allocation of Costs”.
68. In the Incoterms 2020 rules, however, the equivalent of A6/B6, namely A9/B9, now lists all the costs allocated by each particular Incoterms rule. A9/B9 in the Incoterms 2020 rules are consequently longer than A6/B6 in the Incoterms 2010 rules.
69. The purpose is to provide users with a one-stop list of costs, so that the seller or buyer can now find in one place all the costs for which it would be responsible under that particular Incoterms rule. Items of cost are also mentioned in their home article: thus, for example, the costs involved in obtaining documents in FOB still also appear at A6/B6 as well as at A9/B9. The thinking here was that users interested in discovering the specific allocation of documentary costs might be more inclined to go to the specific article dealing with delivery documents rather than to the general article listing all the costs.

[c] Different levels of insurance cover in CIF and CIP

70. In the Incoterms 2010 rules, A3 of both CIF and CIP imposed on the seller the obligation to “obtain at its own expense cargo insurance complying at least with the minimum cover as provided by Clauses (C) of the Institute Cargo Clauses (Lloyd’s Market Association/ International Underwriting Association ‘LMA/IUA’) or any similar clauses.” Institute Cargo Clauses (C) provide cover for a number of listed risks, subject to itemised exclusions; Institute Cargo Clauses (A), on the other hand, cover “all risks”, again subject to itemised exclusions. During the consultations leading to the Incoterms 2020 rules, the case was made for moving from Institute Cargo

人，賣方最好是以 FCA 條件而非以 FOB 條件出售的說法是否仍然正確？此答案是肯定的。國貿條規 2020 對此有一差異，當賣方需要一裝船載貨證券時，FCA 條件 A6/B6 條款的附加選項可處理此文件情況。

[b]費用予以清單化

67. 於國貿條規 2020 年新的條款排序，費用列在每一國貿條規規則的 A9/B9 款。除重新排序外，該條款還有一對使用者顯而易見的變動。國貿條規傳統上將不同費用規定於每一國貿條規的不同部分。因此，例如於 FOB 2010 為取得交貨單證有關之費用是規定在標題為『交貨單證』的 A8 項，而不是標題為『費用分配』的 A6 項。
68. 但於國貿條規 2020，相當於舊版的 A6/B6，現已將國貿條規每一規則所分配的所有費用均規定於 A9/B9 項中。國貿條規 2020 規則 A9/B9 在條文長度上因此較長於國貿條規 2010 的 A6/B6。
69. 此目的係為提供使用者有關費用的完整清單，使賣方或買方能於單一位置找到任一國貿條規條件下其應負擔的所有費用清單。費用項目亦會規定於其主條款中：例如於 FOB 條件下為取得文件所涉及的費用於 A6/B6 有規定，於 A9/B9 亦有規定。其設想是：有些使用者可能傾向在處理交貨單證的特定條款中取得相關文件費用負擔情況，而非在費用清單中取得該訊息。

[c] CIF 及 CIP 條件要求不同等級的保險投保

70. 於國貿條規 2010 的 CIF 及 CIP 條件的 A3 條款，該條款要求賣方有義務『自費取得符合協會貨物條款(C)(勞依茲市場協會/國際保險人協會(LMA/IUA))或類似條款最低承保的貨物保險』。協會貨物條款(C)係提供最低列名風險之承保，並列有若干除外不保事項；而另一方面，協會貨物條款(A)則提供『全險』保障，亦適用若干除外不保事項。於國貿條規 2020 的諮商期間，考量將協會貨物條款(C)變更為協會貨物條款(A)，賣方



Clauses (C) to Institute Cargo Clauses (A), thus increasing the cover obtained by the seller for the benefit of the buyer. This could, of course, also involve an additional cost in premium. The contrary case, namely to stay with Institute Cargo Clauses (C), was equally strongly put, particularly by those involved in the maritime trade of commodities. After considerable discussion within and beyond the Drafting Group, the decision was made to provide for different minimum cover in the CIF Incoterms rule and in the CIP Incoterms rule. In the first, which is much more likely to be used in the maritime commodity trades, the status quo has been retained, with Institute Cargo Clauses (C) as the default position, although it is, of course, open to the parties to agree to higher cover. In the second, namely the CIP Incoterms rule, the seller must now obtain insurance cover complying with Institute Cargo Clauses (A), although it is, of course, again open to the parties to agree on a lower level of cover.

[d] Arranging for carriage with seller's or buyer's own means of transport in FCA, DAP, DPU and DDP

71. In the Incoterms 2010 rules, it was assumed throughout that where the goods were to be carried from the seller to the buyer, they would be carried by a third-party carrier engaged for the purpose either by the seller or the buyer, depending on which Incoterms rule was used.
72. It became clear in the deliberations leading to Incoterms 2020, however, that there were some situations where, although the goods were to be carried from the seller to the buyer, they could be so carried without any third-party carrier being engaged at all. Thus, for example, there was nothing stopping a seller on a D rule from arranging for such carriage without outsourcing that function to a third party, namely by using its own means of transportation. Likewise, with an FCA purchase, there was nothing to stop the buyer from using its own vehicle for the collection of the goods and for their transport to the buyer's premises.
73. The rules appeared not to take account of these eventualities. The Incoterms 2020 rules now do, by expressly allowing not only for the making of a contract of carriage, but also for simply arranging for the necessary carriage.

[e] Change in the three-letter initials for DAT to DPU

74. The only difference between DAT and DAP in the Incoterms 2010 rules was that in DAT the seller delivered the goods once unloaded from the arriving means of transport into a "terminal"; whereas in DAP, the seller delivered the goods when the goods were placed at the disposal of the buyer on the arriving means of transport for unloading. It will also be

應為買方利益取得更多的承保。此當然會涉及保費的額外費用增加。反觀之，如維持使用協會貨物條款(C)，遭受到不少反對，特別是涉及某些商品海事貿易類型。此於起草小組的內部及外部均進行相當多的討論，最後決定於國貿條規的 CIF 條件及國貿條規 CIP 條件提供不同的最低承保要求。首先，於商品海事貿易中最常被使用的國貿條規條件，保留現狀，維持以協會貨物條款(C)作為默認條款，當然此仍容許契約當事人約定保障更高的保險條款。第二、於國貿條規 CIP 條件，賣方必須符合協會貨物條款(A)的保險承保，同樣地，仍容許契約當事人約定保障較低的保險條款。

[d]於 FCA、DAP、DPU 及 DDP 條件，運送安排包括賣方或買方自己的運送工具

- 71.於國貿條規 2010，其始終假定貨物應由賣方運送給買方時，依國貿條規所使用的條件，貨物由賣方或買方所聘用的第三方運送人運送之。
- 72.然於國貿條規 2020 的草擬審議過程中，很明顯地發現在某些情況下，既使貨物係由賣方運送給買方，仍可無須透過任何第三方運送人進行運送。例如依據 D 組條規，沒有什麼可阻止賣方無須將運送作業交給第三人執行，而使用自己的運送工具。同樣地，買賣條件為 FCA 時，亦沒有什麼可阻止買方以自己的運送工具接收貨物並將其運往買方自己的工廠。
- 73.規則並未考量這些可能性。而國貿條規 2020 規則現在不僅明白地規定運送契約的締結，亦允許可安排此種必要的運送。

[e]DAT 簡稱變更為 DPU

- 74.國貿條規 2010 DAT 條件與 DAP 條件間的唯一區別是：於 DAT 規則，賣方交貨點在於貨物一旦從抵達『終端站』的運送工具上為卸載；而於 DAP，賣方交貨點在於運送工具抵達卸貨點並將於貨物置放於可供買方處置之時。另應注意的



recalled that the Guidance Note for DAT in Incoterms 2010 defined the word “terminal” broadly to include “any place, whether covered or not...”.

75. ICC decided to make two changes to DAT and DAP. First, the order in which the two Incoterms 2020 rules are presented has been inverted, and DAP, where delivery happens before unloading, now appears before DAT. Secondly, the name of the rule DAT has been changed to DPU (Delivered at Place Unloaded), emphasising the reality that the place of destination could be any place and not only a “terminal”. However, if that place is not in a terminal, the seller should make sure that the place where it intends to deliver the goods is a place where it is able to unload the goods.

[f] Inclusion of security-related requirements within carriage obligations and costs

76. It will be recalled that security-related requirements made a rather subdued entry into the Incoterms 2010 rules, through A2/B2 and A10/B10 in each rule. The Incoterms 2010 rules were the first revision of the Incoterms rules to come into force after security-related concerns became so prevalent in the early part of this century. Those concerns, and the associated shipping practices which they have created in their wake, are now much more established. Connected as they are to carriage requirements, an express allocation of security-related obligations has now been added to A4 and A7 of each Incoterms rule. The costs incurred by these requirements are also now given a more prominent position in the costs article, namely A9/B9.

[g] Explanatory Notes for Users

77. The Guidance Notes appearing at the start of each Incoterms rule in the 2010 version now appear as “Explanatory Notes for Users”. These Notes explain the fundamentals of each Incoterms 2020 rule, such as when it should be used, when risk transfers and how costs are allocated between seller and buyer. The Explanatory Notes are intended (a) to help the user accurately and efficiently steer towards the appropriate Incoterms rule for a particular transaction; and (b) to provide those deciding or advising on disputes or contracts governed by Incoterms 2020 with guidance on matters which might require interpretation. For guidance on more fundamental issues that cut across the Incoterms 2020 rules more generally, reference may, of course, also be made to the text of this Introduction.

X. CAUTION WITH VARIANTS OF INCOTERMS RULES

78. Sometimes the parties want to alter an Incoterms rule. The

是，國貿條規 2010 有關 DAT 的指導說明中，定義『終端站』為『任何地點，無論有無遮蓋...』。

75. 國際商會決定針對 DAT 及 DAP 條件進行二項變動。第一、顛倒二條件於國貿條規 2020 的排列順序，因 DAP 條件的交貨點發生於 DAT 條件卸貨點之前。第二、DAT 條件名稱變更為 DPU(於卸載點交貨)，以強調目的地可能是任何地點而非僅是『終端站』的真實性。然而，如該地點非位於終端站內，賣方應確保想要交貨的地點為能夠卸載貨物的地點。

[f] 於運送義務及費用中納入保安相關要求

76. 應注意的是，國貿條規 2010 的 A2/B2 及 A10/B10 條款業已將保安相關要求納入規定。本世紀初保安擔憂越來越重視後，國貿條規 2010 是第一個將其納入的條規。相關的關切及與有有關的航運實務現已更加成熟。與之有關的運送要求，相關保安義務的配置已納入每一國貿條規 A4 及 A7 條款中。這些要求所發生的費用現已規定在費用條款(亦即 A9/B9)的顯著位置。

[g] 給使用者的註解說明

77. 於國貿條規 2010，任一國貿條規規則係以『指導說明』作為開頭，而現在以『給使用者的註解說明』取而代之。這些說明闡述每一國貿條規 2020 規則的基本原則，例如何時使用？何時進行危險移轉及買賣雙方間費用如何分擔。給使用者的註解說明目的有二：(a) 協助使用者能精準且有效地引導其就特定交易採用最適當的國貿條規；且(b) 對於受國貿條規 2020 適用的爭議或契約提供決定或建議之解釋及指導。另就橫跨整個國貿條規 2020 的一般性基本問題部分，亦可透過本簡介內容提供相關指導。

X. 國貿條規各種規則之警示

78. 契約當事人有時希望能修改國貿條規規



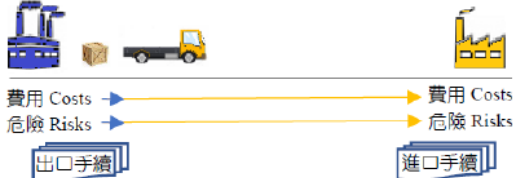
Incoterms 2020 rules do not prohibit such alteration, but there are dangers in so doing. In order to avoid any unwelcome surprises, the parties would need to make the intended effect of such alterations extremely clear in their contract. Thus, for example, if the allocation of costs in the Incoterms 2020 rules is altered in the contract, the parties should also clearly state whether they intend to vary the point at which delivery is made and the risk transfers to the buyer.

則。國貿條規 2020 不禁止該修改，但如此為之可能會產生一些危險。為避免出現不想發生的驚訝情事，契約當事人於契約進行修改時必須相當明確地載明所欲達到的效果。以國貿條規 2020 分配費用為例，該契約中對此予以變更，則契約必須明確載明要變更的交貨點及危險移轉給買方之點。

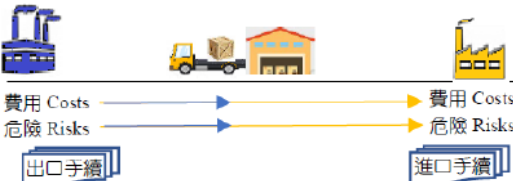
INCOTERMS_2020_19

國貿條規 2020 – 多式或任一式運送之規則

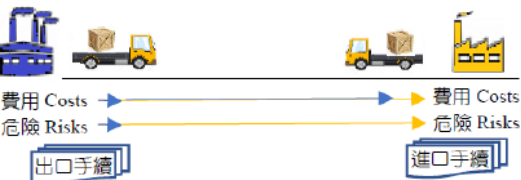
EXW Ex Works
(Insert named place of delivery)
工廠交貨 (...指定地點)



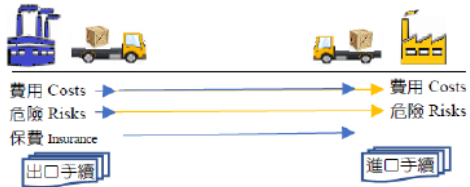
FCA Free Carrier
(Insert named place of delivery)
貨交運送人 (...指定地點)



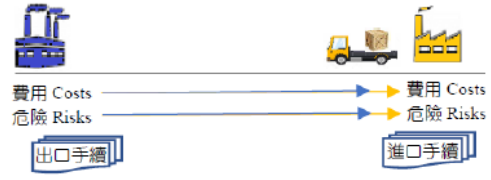
CPT Carriage Paid to
(Insert named place of destination)
運費付訖 (...指定目的地)



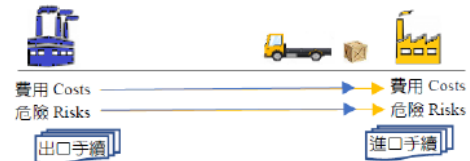
CIP Carriage and Insurance Paid to
(Insert named place of destination)
運費保費付訖 (...指定目的地)



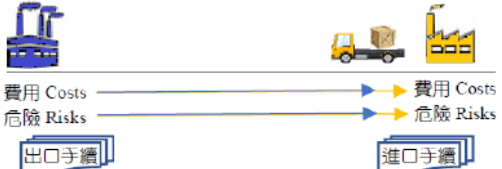
DAP Delivered at Place
(Insert named place of destination)
目的地交貨 (...指定目的地)



DPU Delivered at Place Unloaded
(Insert named place of destination)
卸貨地交貨 (...指定目的地)

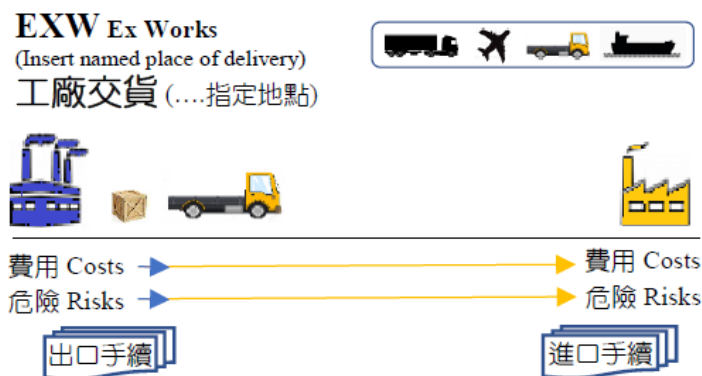


DDP Delivered Duty Paid
(Insert named place of destination)
稅訖交貨 (...指定目的地)





EXW | Ex Works 工廠交貨條件



EXPLANATORY NOTES FOR USERS

- 1. Delivery and risk**—“Ex Works” means that the seller delivers the goods to the buyer
 - when it places the goods at the disposal of the buyer at a named place (like a factory or warehouse), and
 - that named place may or may not be the seller’s premises.For delivery to occur, the seller does not need to load the goods on any collecting vehicle, nor does it need to clear the goods for export, where such clearance is applicable.
- 2. Mode of transport**—This rule may be used irrespective of the mode or modes of transport, if any, selected.
- 3. Place or precise point of delivery**—The parties need only name the place of delivery. However, the parties are well advised also to specify as clearly as possible the precise point within the named place of delivery. A named precise point of delivery makes it clear to both parties when the goods are delivered and when risk transfers to the buyer; such precision also marks the point at which costs are for the buyer’s account. If the parties do not name the point of delivery, then they are taken to have left it to the seller to select the point “that best suits its purpose”. This means that the buyer may incur the risk that the seller may choose a point just before the point at which goods are lost or damaged. Best for the buyer therefore to select the precise point within a place where delivery will occur.
- 4. A note of caution to buyers**—EXW is the Incoterms rule which imposes the least set of obligations on the seller. From the buyer’s perspective, therefore, the rule should be used with care for different reasons as set out below.
- 5. Loading risks**— Delivery happens—and risk transfers—when the goods are placed, not loaded, at the buyer’s disposal. However, risk of loss of or damage to the goods occurring while the loading operation is carried out by the seller, as it may well be, might arguably lie with the buyer, who has not

給使用者的註解說明

- 1. 交付及危險：**“工廠交貨”條件係指賣方以下列情況將貨物交付給買方
 - 於指定地點(例如工廠或倉庫)將貨物交付給買方處置，及
 - 於載明地點，其或可能非賣方倉庫。為進行交貨，賣方無須將貨物裝載於任何收貨車輛上，亦無須將貨物進行通關(如該通關適用時)。
- 2. 運送方式：**無論選擇哪種或哪些種運送方式，本規則均可使用。
- 3. 交貨地或點：**當事人僅需列明交貨地。但如當事人於明確通知情況下，亦可於所列明的交貨地中儘可能明確地載明交貨點。一載明的交貨點可使雙方當事人明確貨物應於何點進行交貨及危險何時移轉給買方；該明確點亦顯示買方費用何時開始。如雙方當事人未約定交貨點，則等於雙方當事人保留同意由賣方以買賣目的最佳適合之點為選擇。此意指買方可能發生一危險是，賣方可能選擇的地點剛好在貨物蒙受滅失或毀損地點之前。因此買方最好能在交貨地中選擇明確的交貨點。
- 4. 買方應注意的是：**工廠交貨條件是國貿條規各規則中課以賣方最低義務的規則。因此從買方角度，基於以下不同理由，本規則的使用應儘量小心。
- 5. 裝載危險-**發生交貨-及危險移轉-係於貨物處於買方可處置之所在，而非裝載。然而貨物於裝載作業所可能發生的滅失或毀損危險可能落在買方身上的爭議，因買方可能實際

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physically participated in the loading. Given this possibility, it would be advisable, where the seller is to load the goods, for the parties to agree in advance who is to bear the risk of any loss of or damage to the goods during loading. This is a common situation simply because the seller is more likely to have the necessary loading equipment at its own premises or because applicable safety or security rules prevent access to the seller's premises by unauthorised personnel. Where the buyer is keen to avoid any risk during loading at the seller's premises, then the buyer ought to consider choosing the FCA rule (under which, if the goods are delivered at the seller's premises, the seller owes the buyer an obligation to load, with the risk of loss of or damage to the goods during that operation remaining with the seller).

6. Export clearance—With delivery happening when the goods are at the buyer's disposal either at the seller's premises or at another named point typically within the seller's jurisdiction or within the same Customs Union, there is no obligation on the seller to organise export clearance or clearance within third countries through which the goods pass in transit. Indeed, EXW may be suitable for domestic trades, where there is no intention at all to export the goods. The seller's participation in export clearance is limited to providing assistance in obtaining such documents and information as the buyer may require for the purpose of exporting the goods. Where the buyer intends to export the goods and where it anticipates difficulty in obtaining export clearance, the buyer would be better advised to choose the FCA rule, under which the obligation and cost of obtaining export clearance lies with the seller.

上並未參與裝載作業。基於此一可能情況，應注意的是，如由賣方裝載貨物，雙方當事人能事先協議貨物於裝載過程中的任何滅失或毀損危險由誰承擔。實務上很常見的情況是，因賣方在其工廠通常具有所需的裝載設備或因可適用防止未經授權人員進入賣方工廠的安全或保安規定。如買方關切希望能避免於賣方工廠裝載過程中的任何危險，建議買方可考慮選擇『貨交運送人 FCA』規則(於該規則，如貨物係在賣方工廠交貨，則賣方應向買方承擔貨物裝載的任何義務，於裝載作業過程中之貨物滅失或毀損危險仍由賣方承擔)。

6. 出口通關：於貨物交由賣方處置時，無論是在賣方工廠或另一載明的地點，其通常是位於賣方管轄區或同一關稅同盟區域內，賣方無義務安排出口通關或如貨物必須經過第三國時之通關。事實上，工廠交貨條件比較適合無出口貨物意圖的國內貿易。賣方參與出口通關僅限於提供協助，以使買方能取得為貨物出口目的所需要的文件或資訊。如買方打算將貨物出口且預期會發生出口通關之困難者，買方最好能選擇『貨交運送人 FCA』規則，依該規則，賣方應承擔取得出口通關之義務及費用。

A THE SELLER'S OBLIGATIONS 賣方義務		B THE BUYER'S OBLIGATIONS 買方義務	
A1 General obligations	A1 一般義務	B1 General obligations	B1 一般義務
The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract. Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.	賣方必須依照買賣契約提供貨物及商業發票，以及契約可能要求的任何其他符合證明。 賣方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。	The buyer must pay the price of the goods as provided in the contract of sale. Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.	買方必須支付依買賣契約所規定之貨物價款。 買方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。
A2 Delivery	A2 交貨	B2 Taking delivery	B2 提貨
The seller must deliver the goods by placing them at the disposal of the buyer at the agreed point, if any, at the named place of delivery, not loaded on any collecting vehicle. If no specific point has been agreed within the named place of delivery, and if there are several points available, the seller may select the point that best suits its purpose. The seller must deliver the goods on the agreed date	賣方應在約定地點或在指定交貨地點將未置於任何運送車輛上的貨物交付給買方處置。若在指定地點內未約定具體交貨點，或有數交貨點可使用，賣方可選擇最符合其目的之地點進行交貨。賣方應在約定日期或於約定期間內交付貨物。	The buyer must take delivery of the goods when they have been delivered under A2 and notice given under A10.	買方應於賣方依 A2 已交貨及依 A10 之通知提領貨物。

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or within the agreed period.

A3 Transfer of risks

The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstance described in B3.

A3 危險移轉

除發生 B3 所載滅失或毀損情形外，賣方必須承擔貨物滅失或毀損的一切危險，以迄已依照 A2 規定交貨為止。

B3 Transfer of risks

The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2. If the buyer fails to give notice in accordance with B10, then the buyer bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery, provided that the goods have been clearly identified as the contract goods.

B3 危險移轉

自賣方依 A2 規定交貨時起，買方必須承擔貨物滅失或毀損的一切危險。如買方未依照 B10 規定為通知，則自約定交貨日或交貨期限屆滿日起，買方必須承擔貨物滅失或毀損的一切危險，但以該貨物業已明確地被確認為契約貨物者為限。

A4 Carriage

The seller has no obligation to the buyer to make a contract of carriage. However, the seller must provide the buyer, at the buyer's request, risk and cost, with any information in the possession of the seller, including transport-related security requirements, that the buyer needs for arranging carriage.

A4 運送

賣方沒有為買方締結運送契約的義務。然而，以買方要求、危險及費用，賣方所持有的任何資訊，包括買方為安排運送所需與運送有關的保安要求，賣方應提供給買方。

B4 Carriage

It is up to the buyer to contract or arrange at its own cost for the carriage of the goods from the named place of delivery.

B4 運送

買方應自行決定，自所載明的交貨地以其自身的費用，締結或安排貨物之運送。

A5 Insurance

The seller has no obligation to the buyer to make a contract of insurance. However, the seller must provide the buyer, at the buyer's request, risk and cost with information in the possession of the seller that the buyer needs for obtaining insurance.

A5 保險

賣方沒有義務為買方締結保險契約。但一經買方請求，賣方應提供賣方所擁有為取得保險所需危險及費用之相關資訊。

B5 Insurance

The buyer has no obligation to the seller to make a contract of insurance.

B5 保險

買方沒有為賣方締結保險契約的義務。

A6 Delivery/transport document

The seller has no obligation to the buyer.

A6 交貨/運送單證

賣方對買方無義務。

B6 Proof of delivery

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

B6 交貨單證

買方必須向賣方提供已受領貨物的適當證明。

A7 Export/import clearance

Where applicable, the seller must assist the buyer, at the buyer's request, risk and cost, in obtaining any documents and/or information related to all export/transit/import clearance

A7 進口/出口通關

於適用時，以買方要求、危險及費用，賣方應協助買方取得出口/過境/進口國家所要求的所有出口/過境/進口通關之

B7 Export/import clearance

Where applicable, it is up to the buyer to carry out and pay for all export/ transit/ import clearance formalities required by the countries of export/ transit/

B7 進口/出口通關

於適用時，買方應辦理並支付出口/過境/進口國家所要求的所有出口/過境/進口通關手續，例如：

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formalities required by the countries of export/transit/import, such as:

- export/transit/import licence;
- security clearance for export/ transit/ import;
- pre-shipment inspection; and
- any other official authorisation.

任何文件及或資訊，例如：

- 出口/過境/進口許可
- 出口/過境/進口保安通關
- 裝船前檢查；及
- 任何其他官方授權。

A8 Checking/packaging/marking

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) that are necessary for the purpose of delivering the goods in accordance with A2.

The seller must, at its own cost, package the goods, unless it is usual for the particular trade to transport the type of goods sold unpackaged.

The seller must package and mark the goods in the manner appropriate for their transport, unless the parties have agreed on specific packaging or marking requirements.

A8 檢查/包裝/標誌

賣方應支付與 A2 規定為交付貨物目的之必要檢查作業費用(例如檢查品質、材積、重量及點數)。

除特定貿易慣例上運送該貨物類型係以未包裝方式出售外，賣方應自行負擔貨物包裝費用。

除當事人就包裝或標籤另有特別要求外，賣方應以適合運送之方式為貨物之包裝及上標籤。

A9 Allocation of costs

The seller must pay all costs relating to the goods until they have been delivered in accordance with A2, other than those payable by the buyer under B9.

A9 費用劃分

除買方依 B9 應支付者外，賣方應支付貨物依 A2 為交貨以前的所有有關費用。

A10 Notices

A10 通知

import, such as:

- export/transit/import licence;
- security clearance for export/ transit/ import;
- pre-shipment inspection; and
- any other official authorisation.

- 出口/過境/進口許可
- 出口/過境/進口保安通關
- 裝船前檢查；及
- 任何其他官方授權。

B8 Checking/packaging/marking

The buyer has no obligation to the seller.

B8 檢查/包裝/標誌

買方就此對賣方無義務。

B9 Allocation of costs

The buyer must:

- a) pay all costs relating to the goods from the time they have been delivered under A2;
- b) reimburse all costs and charges incurred by the seller in providing assistance or information under A4, A5, or A7;
- c) pay, where applicable, all duties, taxes and other charges, as well as the costs of carrying out customs formalities payable upon export; and
- d) pay any additional costs incurred by failing either to take delivery of the goods when they have been placed at its disposal or to give appropriate notice in accordance with B10, provided that the goods have been clearly identified as the contract goods.

B9 費用劃分

買方必須：

- a) 支付其依 A2 為貨物接收以後的所有費用；
- b) 補償賣方依 A4, A5 或 A7 提供協助或資料所發生的所有費用及花費；
- c) 於適用時，支付所有稅捐及其他費用，以及出口時辦理海關手續應支付的所有費用；
- d) 支付因貨物已安置於候待提領而未能提領或未依 B10 提供適當通知所發生之任何額外費用，但以該貨物業已明確被確認為合約貨物為限。

B10 Notices

B10 通知

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The seller must give the buyer any notice needed to enable the buyer to take delivery of the goods.

賣方必須提供能使買方提貨所需的通知。

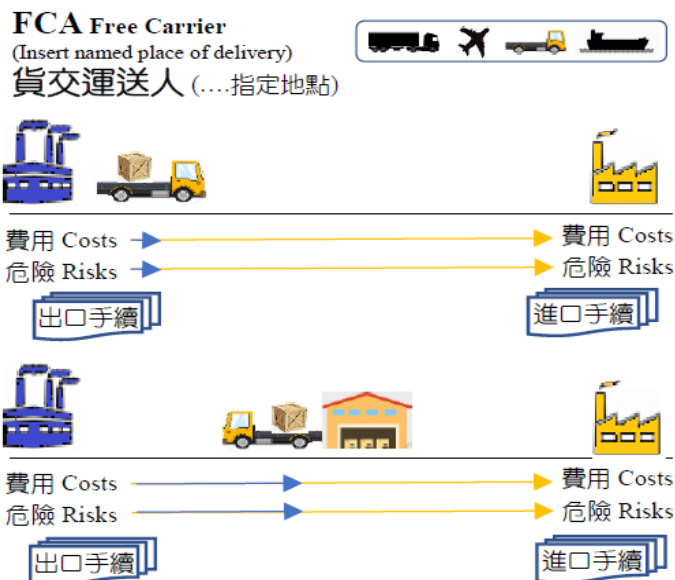
The buyer must, whenever it is agreed that the buyer is entitled to determine the time within an agreed period and/or the point of taking delivery within the named place, give the seller sufficient notice.

如經協議，買方有權決定於一約定期間之某時及或於載明地點為提貨點者，買方應就此給予賣方充分的通知。

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FCA | Free Carrier

貨交運送人條件



EXPLANATORY NOTES FOR USERS

1. **Delivery and risk**—“Free Carrier (named place)” means that the seller delivers the goods to the buyer in one or other of two ways.

- First, when the named place is the seller’s premises, the goods are delivered
 - when they are loaded on the means of transport arranged by the buyer.
- Second, when the named place is another place, the goods are delivered
 - when, having been loaded on the seller’s means of transport,
 - they reach the named other place and
 - are ready for unloading from that seller’s means of transport and
 - at the disposal of the carrier or of another person nominated by the buyer.

Whichever of the two is chosen as the place of delivery, that place identifies where risk transfers to the buyer and the time from which costs are for the buyer’s account.

2. **Mode of transport**—This rule may be used irrespective of the mode of transport selected and may also be used where more than one mode of transport is employed.

3. **Place or point of delivery**—A sale under FCA can be concluded naming only the place of delivery, either at the seller’s premises or elsewhere, without specifying the precise point of delivery within that named place. However, the parties are well advised also to specify as clearly as possible the precise point within the named place of delivery. A named precise point of delivery makes it clear to both parties when

給使用者的註解說明

1. **交付及危險**：『貨交運送人(指定地點)』係指賣方以下列二方式之一或多種將貨物交付給買方：

- 第一、如載明的地點為賣方工廠，貨物於下列情況為已交付：
 - 於貨物裝載上買方所安排的運送工具上時。
- 第二、如所載明的地點為其他地點，貨物於下列情況為已交付：
 - 於已裝載上賣方之運送工具，
 - 其抵達該約定的其他地點，及
 - 已準備好從賣方運送工具上為卸載，及
 - 已處於由買方所指定之運送人或其他人為處置之情況。

無論選擇上列兩種之哪種為交貨地點，該地點均被認定為危險移轉給買方且自該時開始的費用由買方負擔。

2. **運送方式**：無論選擇哪種或哪些種運送方式，本規則均可使用。

3. **交貨地或點**：於『貨交運送人 FCA』條件買賣，得約定一交貨地，或在賣方工廠或其他地方，而無須特別於該交貨地中指定一精準的交貨點。但仍建議雙方當事人能盡量於該交貨地中指定一精準的交貨點。約定精準交貨點可使雙方當事人清楚瞭解貨物應於何時交付且危險何時移轉給買



the goods are delivered and when risk transfers to the buyer; such precision also marks the point at which costs are for the buyer's account. Where the precise point is not identified, however, this may cause problems for the buyer. The seller in this case has the right to select the point "that best suits its purpose": that point becomes the point of delivery, from which risk and costs transfer to the buyer. If the precise point of delivery is not identified by naming it in the contract, then the parties are taken to have left it to the seller to select the point "that best suits its purpose". This means that the buyer may incur the risk that the seller may choose a point just before the point at which goods are lost or damaged. Best for the buyer therefore to select the precise point within a place where delivery will occur.

4. **'or procure goods so delivered'**—The reference to "procure" here caters for multiple sales down a chain (string sales), particularly, although not exclusively, common in the commodity trades.
 5. **Export/import clearance**—FCA requires the seller to clear the goods for export, where applicable. However, the seller has no obligation to clear the goods for import or for transit through third countries, to pay any import duty or to carry out any import customs formalities.
 6. **Bills of lading with an on-board notation in FCA sales**—We have already seen that FCA is intended for use irrespective of the mode or modes of transport used. Now if goods are being picked up by the buyer's road-haulier in Las Vegas, it would be rather uncommon to expect a bill of lading with an on-board notation to be issued by the carrier from Las Vegas, which is not a port and which a vessel cannot reach for goods to be placed on board. Nonetheless, sellers selling FCA Las Vegas do sometimes find themselves in a situation where they need a bill of lading with an onboard notation (typically because of a bank collection or a letter of credit requirement), albeit necessarily stating that the goods have been placed on board in Los Angeles as well as stating that they were received for carriage in Las Vegas. To cater for this possibility of an FCA seller needing a bill of lading with an on-board notation, FCA Incoterms 2020 has, for the first time, provided the following optional mechanism. If the parties have so agreed in the contract, the buyer must instruct its carrier to issue a bill of lading with an on-board notation to the seller. The carrier may or may not, of course, accede to the buyer's request, given that the carrier is only bound and entitled to issue such a bill of lading once the goods are on board in Los Angeles. However, if and when the bill of lading is issued to the seller by the carrier at the buyer's cost and risk, the seller must provide that same document to the buyer, who will need the bill of lading in order to obtain discharge of the goods from the carrier. This optional mechanism becomes unnecessary, of course, if the parties have agreed that the seller will present to the buyer a bill of lading stating simply that the goods have been received for shipment rather than that they have been shipped on board. Moreover, it should be emphasised that even where this optional mechanism is adopted, the seller is under no obligation to the buyer as to the terms of the contract of carriage. Finally, when this optional mechanism is adopted, the dates of delivery inland and loading on board will necessarily be different, which may well create difficulties for the seller under a letter of credit.
4. **『使貨物為如是交付』**：『使』乙字是針對多重買賣過程中(連續銷售)，特別是(雖然非排他)常見於商品交易。
 5. **出口/進口通關**：於適用時，『貨交運送人 FCA』條件可要求賣方為出口通關。然賣方並無就貨物進口或經由第三國為過境時之通關義務，亦無義務支付進口稅捐或安排任何進口海關手續之義務。
 6. **於 FCA 買賣，載貨證券應具有『裝船』註記**：我們知道 FCA 條件適用於任何運送方式。如貨物由買方陸運公司於拉斯維加斯裝運上車，則很少會見到運送人會從拉斯維加斯簽發具有『裝船』註記的載貨證券，因該地並非船舶可以抵達並將貨物裝載上船的港口。但以『FCA 拉斯維加斯』條件出售的賣方有時會發現其需要一有『裝船』註記的載貨證券(傳統上是因銀行託收或信用狀要求)，既使必須說明貨物業已於拉斯維加斯置放於船上，並說明貨物業已於拉斯維加斯收受並進行運送。為滿足此種可能性，FCA 賣方需要一有『裝船』註記的載貨證券，國貿條規 2020 FCA 條件於第一時間提供以下選擇性機制。如契約當事人於契約中明訂，買方必須指示其運送人簽發具有『裝船』註記的載貨證券給賣方。運送人當然可或也不可以接受買方請求，因運送人僅有貨物於拉斯維加斯裝載上船後，運送人始有義務並有權簽發該載貨證券。但如且以買方費用及危險而由運送人簽發載貨證券給賣方時，賣方必須提供該文件給買方，買方需要該載貨證券，以便向運送人請求載貨證券上所列載之貨物。當然，如當事人約定賣方應將一載貨證券上簡單註記貨物業『已收受』而不是要『已裝船』者，該選擇機制就不需要。此外，應強調的是，既使採用此一選擇性機制，賣方對買方，賣方不負將運送契約上的約定提供給買方之義務。最後，當採用選擇機制時，內陸交運時間及裝載上船的時間會產生不同情況，此很可能會造成賣方於信用狀下的困難。



A THE SELLER'S OBLIGATIONS 賣方義務

B THE BUYER'S OBLIGATIONS 買方義務

A1 General obligations

The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.

Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.

A1 一般義務

賣方應提供符合買賣契約之貨物及商業發票及依契約可能要求之任何其他符合性證明。

賣方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。

A2 Delivery

The seller must deliver the goods to the carrier or another person nominated by the buyer at the named point, if any, at the named place, or procure goods so delivered.

The seller must deliver the goods

1. on the agreed date or
2. at the time within the agreed period notified by the buyer under B10(b) or,
3. if no such time is notified, then at the end of the agreed period.

Delivery is completed either:

- a) If the named place is the seller's premises, when the goods have been loaded on the means of transport provided by the buyer; or
- b) In any other case, when the goods are placed at the disposal of the carrier or another person nominated by the buyer on the seller's means of transport ready for unloading.

If no specific point has been notified by the buyer under B10(d) within the named place of delivery, and if there are several points available, the seller may select the point that best suits its purpose.

A2 交貨

賣方應於約定地之約定點(如有)將貨物交付給買方所指定之運送人或其他人或使貨物為如是交付。

賣方應依以下交付貨物:

1. 於約定日期或
2. 於約定期間依買方依 B10(b)所通知之時間或
3. 如未通知該時間, 則於該期間結束時。

交付於以下任一為完成:

- a) 如約定地為賣方工廠, 於貨物業已裝載上買方所提供的運送工具上時; 或
- b) 於任何其他情況, 於當裝載貨物之賣方運送工具抵達買方所指定之運送人或第三人可處置之地點時。

如買方未依 B10(b)通知約定交貨地之某特定地點, 且有可適用的數地點時, 賣方可選擇最適合其目的之地點。

A3 Transfer of risks

The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstances described in B3.

A3 危險移轉

除發生 B3 所載滅失或毀損情形外, 賣方必須承擔貨物滅失或毀損的一切危險, 以迄已依照 A2 規定交貨為止。

B1 General obligations

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

Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.

B1 一般義務

買方必須支付依買賣契約所規定之貨物價款。

買方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。

B2 Taking delivery

The buyer must take delivery of the goods when they have been delivered under A2.

B2 提貨

買方應於賣方依 A2 規定已交付之貨物為貨物之提領。

B3 Transfer of risks

The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.

If:
a) the buyer fails to nominate a carrier or another person under

B3 危險移轉

自賣方依 A2 規定交貨時起, 買方必須承擔貨物滅失或毀損的一切危險。

若
a) 買方未依 A2 指定運送人或其他人或依



		<p>A2 or to give notice in accordance with B10; or</p> <p>b) the carrier or person nominated by the buyer under B10(a) fails to take the goods into its charge,</p> <p>then, the buyer bears all risks of loss of or damage to the goods:</p> <p>(i) from the agreed date, or in the absence of an agreed date,</p> <p>(ii) from the time selected by the buyer under B10(b); or, if no such time has been notified,</p> <p>(iii) from the end of any agreed period for delivery,</p> <p>provided that the goods have been clearly identifies as the contract goods.</p>	<p>B10 規定為通知；或</p> <p>b)買方依 B10(b)所指定之運送人或其他人未能接收貨物於其監管之下，</p> <p>則買方應承擔下列該貨物滅失或毀損之所有危險：</p> <p>(i)自約定日起或如無該約定日期，</p> <p>(ii)自買方依 B10(b)所選擇之時間時起；或如未通知該時間，</p> <p>(iii)自任何約定交貨期間終了之時起，</p> <p>但以該貨物業已明確地被確認為契約貨物者為限。</p>
A4 Carriage	A4 運送	B4 Carriage	B4 運送
<p>The seller has no obligation to the buyer to make a contract of carriage. However, the seller must provide the buyer, at the buyer's request, risk and cost, with any information in the possession of the seller, including transport-related security requirements, that the buyer needs for arranging carriage. If agreed, the seller must contract for carriage on the usual terms at the buyer's risk and cost.</p> <p>The seller must comply with any transport-related security requirements up to delivery.</p>	<p>賣方沒有為買方締結運送契約的義務。然而，以買方要求、危險及費用，賣方所持有的任何資訊，包括買方為安排運送所需與運送有關的保安要求，賣方應提供給買方。如經協議，賣方應以買方危險及費用依慣常條件安排運送契約。</p> <p>賣方應遵守任何於交貨前與運送有關保安上之需求。</p>	<p>The buyer must contract or arrange at its own cost for the carriage of the goods from the named place of delivery, except when the contract of carriage is made by the seller as provided for in A4.</p>	<p>買方應以自身費用締結或安排從約定的交貨地點為貨物運送之契約，但依 A4 規定由賣方安排運送契約者除外。</p>
A5 Insurance	A5 保險	B5 Insurance	B5 保險
<p>The seller has no obligation to the buyer to make a contract of insurance. However, the seller must provide the buyer, at the buyer's request, risk and cost, with information in the possession of the seller that the buyer needs for obtaining insurance.</p>	<p>賣方沒有義務為買方締結保險契約。但一經買方請求，賣方應提供賣方所擁有為取得保險所需危險及費用之相關資訊。</p>	<p>The buyer has no obligation to the seller to make a contract of insurance.</p>	<p>買方沒有為賣方締結保險契約的義務。</p>
A6 Delivery/transport document	A6 交貨/運送單證	B6 Delivery/transport document	B6 交貨/運送單證
<p>The seller must provide the buyer at the seller's cost with the usual proof that the goods have been delivered in accordance with A2.</p> <p>The seller must provide assistance to</p>	<p>賣方應自費提供買方貨物業依 A2 為交付之一般證明。</p> <p>依買方要求、危險及費</p>	<p>The buyer must accept the proof that the goods have been delivered in accordance with A2. If the parties have so agreed, the buyer must instruct the carrier to</p>	<p>買方應接受依 A2 規定貨物業已交貨之證明。</p> <p>如雙方當事人業經同意，買方應指示運送</p>

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the buyer, at the buyer's request, risk and cost, in obtaining a transport document.

Where the buyer has instructed the carrier to issue to the seller a transport document under B6, the seller must provide any such document to the buyer.

A7 Export/import clearance

- a) Export clearance Where applicable, the seller must carry out and pay for all export clearance formalities required by the country of export, such as:
- export licence;
 - security clearance for export;
 - pre-shipment inspection; and
 - any other official authorisation.
- b) Assistance with import clearance Where applicable, the seller must assist the buyer, at the buyer's request, risk and cost, in obtaining any documents and/or information related to all transit/import clearance formalities, including security requirements and pre-shipment inspection, needed by any country of transit or the country of import.

A8 Checking/packaging/markings

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) that are necessary for the purpose of delivering the goods in accordance with A2.

The seller must, at its own cost, package the goods, unless it is usual for the particular trade to transport the type of goods sold unpackaged.

The seller must package and mark the goods in the manner appropriate for their transport, unless the parties have agreed on specific packaging or marking requirements.

A9 Allocation of costs

用，賣方應提供買方協助取得運送單證。

於買方業已指示運送人應簽發 B6 的運送單證給賣方，賣方應提供該單證給買方。

A7 進口/出口通關

- a) 於適用時，賣方應辦理並支付出口國所要求的所有出口通關手續，例如：
- 出口許可
 - 出口保安通關
 - 裝船前檢查；及
 - 任何其他官方授權。
- b) 於適用時，以買方要求、危險及費用，賣方應協助買方取得過境/進口國家所要求的所有過境/進口通關之任何文件及或資訊，包括保安要求及裝船前檢查。

A8 檢查/包裝/標誌

賣方應支付與 A2 規定為交付貨物目的所必要的檢查作業之費用(例如檢查品質、材積、重量及點數)。

除特定貿易慣例上運送該貨物類型係以未包裝方式出售外，賣方應自行負擔貨物包裝費用。

除當事人就包裝或標籤另有特別要求外，賣方應以適合運送之方式為貨物之包裝及上標籤。

A9 費用劃分

issue to the seller, at the buyer's cost and risk, a transport document stating that the goods have been loaded (such as a bill of lading with an onboard notation).

B7 Export/import clearance

- a) Assistance with export clearance Where applicable, the buyer must assist the seller at the seller's request, risk and cost in obtaining any documents and/or information related to all export clearance formalities, including security requirements and pre-shipment inspection, needed by the country of export.
- b) Import clearance Where applicable, the buyer must carry out and pay for all formalities required by any country of transit and the country of import, such as:
- import licence and any licence required for transit;
 - security clearance for import and any transit;
 - pre-shipment inspection; and
 - any other official authorisation.

B8 Checking/packaging/markings

The buyer has no obligation to the seller.

B9 Allocation of costs

人，以買方的費用及危險，簽發記載貨物業已裝載(例如貨物已裝載上船的載貨證券)運送單證給賣方。

B7 進口/出口通關

- a) 於適用時，以賣方要求、危險及費用，買方應協助賣方取得出口國家所要求的所有出口通關之任何文件及或資訊，包括保安要求及裝船前檢查。
- b) 於適用時，買方應辦理並支付進口國家所要求的所有進口通關手續，例如：
- 進口許可及任何過境所需許可；
 - 進口及任何過境之保安通關
 - 裝船前檢查；及
 - 任何其他官方授權。

B8 檢查/包裝/標誌

買方就此對賣方無義務。

B9 費用劃分

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The seller must pay:

- a) all costs relating to the goods until they have been delivered in accordance with A2, other than those payable by the buyer under B9;
- b) the costs of providing the usual proof to the buyer under A6 that the goods have been delivered;
- c) where applicable, duties, taxes and any other costs related to export clearance under A7(a); and
- d) the buyer for all costs and charges related to providing assistance in obtaining documents and information in accordance with B7(a).

賣方應支付：

- a) 至已依照 A2 規定交貨為止，與貨物有關的一切費用，但 B9 規定由買方支付之費用除外；
- b) 提供依 A6 貨物業已交付的一般證明給買方的費用；
- c) 於適用時，依 A7(a) 之稅捐及與出口通關有關之任何其他費用；及
- d) 買方為取得依據 B7(a) 文件或資訊而提供協助有關之所有費用及花費。

The buyer must pay:

- a) all costs relating to the goods from the time they have been delivered under A2, other than those payable by the seller under A9;
- b) the seller for all costs and charges related to providing assistance in obtaining documents and information in accordance with A4, A5, A6 and A7(b);
- c) where applicable, duties, taxes and any other costs related to transit or import clearance under B7(b); and
- d) any additional costs incurred, either because:
 - (i) the buyer fails to nominate a carrier or another person under B10, or
 - (ii) the carrier or person nominated by the buyer under B10 fails to take the goods into its charge,provided that the goods have been clearly identified as the contract goods.

買方應支付：

- a) 從已依照 A2 規定交貨開始，與貨物有關的一切費用，但 A9 規定由賣方支付的費用除外；
- b) 賣方依 A4、A5、A6 或 A7(b) 提供協助或資料所發生的所有費用及花費；
- c) 於適用時，支付所有與 B7(b) 過境或進口通關有關之稅捐及其他費用；
- d) 因下列情況所發生的任何額外費用：
 - (i) 買方未依 B10 指定運送人或其他人，或
 - (ii) 買方依 B10 所指定的運送人或其他人未能提領貨物於其監管之下，但以該貨物業已明確被確認為合約貨物為限。

A10 Notices

The seller must give the buyer sufficient notice either that the goods have been delivered in accordance with A2 or that the carrier or another person nominated by the buyer has failed to take the goods within the time agreed.

A10 通知

賣方應將貨物已依照 A2 規定交付或運送人或買方指定的其他人未能在約定的時間內提取貨物的訊息充分告知買方。

B10 Notices

The buyer must notify the seller of

- a) the name of the carrier or another person nominated within sufficient time as to enable the seller to deliver the goods in accordance with A2;
- b) the selected time, if any, within the period agreed for delivery when the carrier or person nominated will receive the goods;
- c) the mode of transport to be used by the carrier or the person nominated including any transport-related security requirements; and
- d) the point where the goods will be received within the named place of delivery.

B10 通知

買方應通知賣方：

- a) 運送人或所指定之其他人的姓名，以使賣方有充分時間依 A2 交付貨物；
- b) 運送人或所指定之人應接收貨物於約定的交貨期間內所擇定的時間(如有)；
- c) 運送人或所指定之人所採用的運送方式，包括任何與運送有關的保安需求；
- d) 於約定交貨地應接收貨物的點。

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CPT | Carriage Paid To 運費付訖條件



EXPLANATORY NOTES FOR USERS

- 1. Delivery and risk**—“Carriage Paid To” means that the seller delivers the goods—and transfers the risk—to the buyer
 - by handing them over to the carrier
 - contracted by the seller
 - or by procuring the goods so delivered.
 - The seller may do so by giving the carrier physical possession of the goods in the manner and at the place appropriate to the means of transport used.

Once the goods have been delivered to the buyer in this way, the seller does not guarantee that the goods will reach the place of destination in sound condition, in the stated quantity or indeed at all. This is because risk transfers from seller to buyer when the goods are delivered to the buyer by handing them over to the carrier; the seller must nonetheless contract for the carriage of the goods from delivery to the agreed destination. Thus, for example, goods are handed over to a carrier in Las Vegas (which is not a port) for carriage to Southampton (a port) or to Winchester (which is not a port). In either case, delivery transferring risk to the buyer happens in Las Vegas, and the seller must make a contract of carriage to either Southampton or Winchester.

- 2. Mode of transport**—This rule may be used irrespective of the mode of transport selected and may also be used where more than one mode of transport is employed.
- 3. Places (or points) of delivery and destination**—In CPT, two locations are important: the place or point (if any) at which the goods are delivered (for the transfer of risk) and the place or point agreed as the destination of the goods (as the point to which the seller promises to contract for carriage).
- 4. Identifying the place or point of delivery with precision**—The parties are well advised to identify both places, or indeed points within

給使用者的註解說明

- 1. 交付及危險：**“運費付訖”條件係指賣方於以下列情況將貨物交付給買方
 - 將貨物移交給運送人
 - 運送人為賣方所安排
 - 或使貨物為如是交貨。
 - 賣方可以針對所使用的運送工具以適當方式及地點將貨物交給運送人實質占有。

一旦貨物以此方式交貨給買方，賣方不擔保貨物以同樣完好情況及以同樣數量完整地運抵目的地。此係因當貨物移交給運送人時，等同貨物已交貨給買方，而危險也從此時移轉給買方；但賣方無論如何必須締結能將貨物送抵目的地的貨物運送契約。因此，例如貨物於拉斯維加斯(該地點非港口)移交給運送人，運送至英國南安普敦(港口)或英國溫徹斯特(非港口)。於任一情況，交貨及危險於拉斯維加斯移轉給買方，而賣方必須安排能運送至南安普敦或溫徹斯特的運送契約。

- 2. 運送方式：**無論選擇哪種運送方式且可使用超過一種的運送方式，本規則均可使用。
- 3. 交貨地(或點)及目的地(或點)：**於 CPT 條件，有二地點非常重要：貨物應予以交付(就危險移轉而言)之地或點(如有)，以及所約定的貨物目的地或點(為賣方認諾為運送契約之點)。
- 4. 精準地確定交貨地或點：**建議雙方當事人能盡可能地於買賣契約中確認二地或這些地內之

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those places, as precisely as possible in the contract of sale. Identifying the place or point (if any) of delivery as precisely as possible is important to cater for the common situation where several carriers are engaged, each for different legs of the transit from delivery to destination. Where this happens and the parties do not agree on a specific place or point of delivery, the default position is that risk transfers when the goods have been delivered to the first carrier at a point entirely of the seller's choosing and over which the buyer has no control. Should the parties wish the risk to transfer at a later stage (e.g. at a sea or river port or at an airport), or indeed an earlier one (e.g. an inland point some way away from a sea or river port), they need to specify this in their contract of sale and to carefully think through the consequences of so doing in case the goods are lost or damaged.

5. **Identifying the destination as precisely as possible**—The parties are also well advised to identify as precisely as possible in the contract of sale the point within the agreed place of destination, as this is the point to which the seller must contract for carriage and this is the point to which the costs of carriage fall on the seller.
6. **'or procuring the goods so delivered'**—The reference to "procure" here caters for multiple sales down a chain (string sales), particularly common in the commodity trades.
7. **Costs of unloading at destination**—If the seller incurs costs under its contract of carriage related to unloading at the named place of destination, the seller is not entitled to recover such costs separately from the buyer unless otherwise agreed between the parties.
8. **Export/import clearance**—CPT requires the seller to clear the goods for export, where applicable. However, the seller has no obligation to clear the goods for import or for transit through third countries, or to pay any import duty or to carry out any import customs formalities.

實際點。盡可能精準地確認交貨地或點(如有)對數運送人被雇用且從交貨至目的地歷經不同轉運階段的普遍情況非常重要。如雙方當事人未就交貨的特定地或點為約定，會造成一默認情況是，當貨物於賣方所擇定的整個地點交付給第一運送人，危險即行移轉，而買方對該點無法進行任何控管。如當事人希望在更後階段(例如於海港或河港或空港)或於更早階段(例如遠離海港或河港的某內陸點)將危險移轉，他們必須於買賣契約中予以特別約定，且應仔細全盤考量如何約定時發生貨物滅失或毀損之後果。

5. **盡可能精準地確定目的地**：亦建議雙方當事人於買賣契約中儘可能精準地確認約定目的地內之某點，而該點為賣方必須安排運送且為賣方應負擔運送費用之點。
6. **『使貨物為如是交付』**：『使』乙字是針對多重買賣過程中(連續銷售)，特別是(雖然非排他)常見於商品交易。
7. **目的地卸載費用**：如賣方發生依運送契約於約定目的地卸載有關費用，除當事人另有特別約定外，賣方無權就該費用單獨向買方請求。
8. **出口/進口通關**：CPT 條件要求賣方為出口通關(如有適用)。然而，賣方並無就貨物進口或經由第三國為過境時之通關義務，亦無義務支付進口稅捐或安排任何進口海關手續之義務。

A THE SELLER'S OBLIGATIONS 賣方義務		B THE BUYER'S OBLIGATIONS 買方義務	
A1 General obligations	A1 一般義務	B1 General obligations	B1 一般義務
The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract. Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.	賣方應提供符合買賣契約之貨物及商業發票及依契約可能要求之任何其他符合性證明。 賣方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。	The buyer must pay the price of the goods as provided in the contract of sale. Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.	買方必須支付依買賣契約所規定之貨物價款。 買方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。
A2 Delivery	A2 交貨	B2 Taking delivery	B2 提貨
The seller must deliver the goods by handing them over to the carrier contracted in accordance with A4 or by procuring the goods so delivered.	賣方必須將貨物移交給依 A4 所約定的運送人或使該貨物為交付。	The buyer must take delivery of the goods when they have been delivered under A2 and receive them from the carrier at the named	買方必須在貨物已依照 A4 規定為交貨時予以提貨，並目的地所載明的地點

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In either case the seller must deliver the goods on the agreed date or within the agreed period.

A3 Transfer of risks

The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstance described in B3.

A4 Carriage

The seller must contract or procure a contract for the carriage of the goods from the agreed point of delivery, if any, at the place of delivery to the named place of destination or, if agreed, any point at that place. The contract of carriage must be made on usual terms at the seller's cost and provide for carriage by the usual route in a customary manner of the type normally used for carriage of the type of goods sold. If a specific point is not agreed or is not determined by practice, the seller may select the point of delivery and the point at the named place of destination that best suit its purpose.

The seller must comply with any transport-related security requirements for transport to the destination.

A5 Insurance

The seller has no obligation to the buyer to make a contract of insurance. However, the seller must provide the buyer, at the buyer's request, risk and cost, with information in the possession of the seller that the buyer needs for obtaining insurance.

A6 Delivery/transport document

在任一情況下，賣方應於所約定的日期或於約定期限內為交貨。

A3 危險移轉

除發生 B3 所載滅失或毀損情形外，賣方必須承擔貨物滅失或毀損的一切危險，以迄已依照 A2 規定交貨為止。

A4 運送

賣方應締結或安排，從約定的交付地(如有)，或如有約定，於該地之任何點，為貨物運送之契約。該運送契約應以賣方費用依慣常條件為安排且約定以該出售貨物類型一般所使用的運送方式的習慣方式為一般航路之運送。如未約定特定點或依習慣而未決定者，賣方可選擇交貨點且該位於約定目的地之最適合其目的之點。

賣方應遵守任何於目的地前與運送有關保安上之需求。

A5 保險

賣方沒有義務為買方締結保險契約。但一經買方請求，賣方應提供賣方所擁有為取得保險所需危險及費用之相關資訊。

A6 交貨/運送單證

place of destination or if agreed, at the point within that place.

B3 Transfer of risks

The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.

If the buyer fails to give notice in accordance with B10, then the buyer bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery, provided that the goods have been clearly identifies as the contract goods.

B4 Carriage

The buyer has no obligation to the seller to make a contract of carriage.

B5 Insurance

The buyer has no obligation to the seller to make a contract of insurance.

B6 Delivery/transport document

或如有協議於該地點的特定點自運送人處受領貨物。

B3 危險移轉

自賣方依 A2 規定交貨時起，買方必須承擔貨物滅失或毀損的一切危險。

買方未依 B10 規定為通知，則買方應承擔自協議日起或自任何協議交貨期間終了之時起該貨物滅失或毀損之所有危險，但以該貨物業已明確地被確認為契約貨物者為限。

A4 運送

買方沒有為賣方安排運送契約之義務。

B5 保險

買方沒有為賣方締結保險契約之義務。

A6 交貨/運送單證



If customary or at the buyer's request, the seller must provide the buyer, at the seller's cost, with the usual transport document[s] for the transport contracted in accordance with A4.

This transport document must cover the contract goods and be dated within the period agreed for shipment. If agreed or customary, the document must also enable the buyer to claim the goods from the carrier at the named place of destination and enable the buyer to sell the goods in transit by the transfer of the document to a subsequent buyer or by notification to the carrier.

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

A7 Export/import clearance

- a) Export clearance Where applicable, the seller must carry out and pay for all export clearance formalities required by the country of export, such as:
- export licence;
 - security clearance for export;
 - pre-shipment inspection; and
 - any other official authorisation.
- b) Assistance with import clearance Where applicable, the seller must assist the buyer, at the buyer's request, risk and cost, in obtaining any documents and/or information related to all transit/import clearance formalities, including security requirements and pre-shipment inspection, needed by any country of transit or the country of import.

A8 Checking/packaging/markings

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

如依慣例或依買方要求，賣方應以賣方費用向買方提供依A4所締結的運送契約所簽發的一般運送單證。

運送單證應涵蓋契約貨物，其上日期應於所約定的裝運期限內。如依約定或依慣例，該單證必須能使買方於所載明的目的地向運送人為貨物之主張且能使買方能透過該單證的轉讓或以通知運送人方式將過境中的貨物出售給後續的買方。

如該運送單證係以可背書轉讓方式為簽發且簽發數正本者，全套正本應提交買方。

A7 進口/出口通關

- a) 於適用時，賣方應辦理並支付出口國所要求的所有出口通關手續，例如：
- 出口許可
 - 出口保安通關
 - 裝船前檢查；及
 - 任何其他官方授權。
- b) 於適用時，以買方要求、危險及費用，賣方應協助買方取得過境/進口國家所要求的所有過境/進口通關之任何文件及或資訊，包括保安要求及裝船前檢查。

A8 檢查/包裝/標誌

賣方應支付與A2規定為交付貨物之目的所必要之檢查作業費用(例如檢查品質、材積、重量及點數)。

The buyer must accept the transport document provided under A6 if it is in conformity with the contract.

如依 A6 所提供的運送單證符合本契約，買方即應予以接受。

B7 Export/import clearance

- a) Assistance with export clearance Where applicable, the buyer must assist the seller at the seller's request, risk and cost in obtaining any documents and/or information related to all export clearance formalities, including security requirements and pre-shipment inspection, needed by the country of export.
- b) Import clearance Where applicable, the buyer must carry out and pay for all formalities required by any country of transit and the country of import, such as:
- import licence and any licence required for transit;
 - security clearance for import and any transit;
 - pre-shipment inspection; and
 - any other official authorisation.

B7 進口/出口通關

- a) 於適用時，以賣方要求、危險及費用，買方應協助賣方取得出口國家所要求的所有出口通關之任何文件及或資訊，包括保安要求及裝船前檢查。
- b) 於適用時，買方應辦理並支付進口國家所要求的所有進口通關手續，例如：
- 進口許可及任何過境所需之許可；
 - 進口及任何過境保安通關；
 - 裝船前檢查；及
 - 任何其他官方授權。

B8 Checking/packaging/markings

The buyer has no obligation to the seller.

B8 檢查/包裝/標誌

買方就此對賣方無義務。



accordance with A2.

The seller must, at its own cost, package the goods, unless it is usual for the particular trade to transport the type of goods sold unpackaged.

The seller must package and mark the goods in the manner appropriate for their transport, unless the parties have agreed on specific packaging or marking requirements.

A9 Allocation of costs

The seller must pay:

- a) all costs relating to the goods until they have been delivered in accordance with A2, other than those payable by the buyer under B9;
- b) transport and all other costs resulting from A4, including the costs of loading the goods and transport-related security costs;
- c) any charges for unloading at the agreed place of destination but only if those charges were for the seller's account under the contract of carriage;
- d) the costs of transit that were for the seller's account under the contract of carriage;
- e) the costs of providing the usual proof to the buyer under A6 that the goods have been delivered;
- f) where applicable, duties, taxes and any other costs related to export clearance under A7(a); and
- g) the buyer for all costs and charges related to providing assistance in obtaining documents and information in accordance with B7(a).

A10 Notices

The seller must notify the buyer that the goods have been delivered in accordance with A2.

The seller must give the buyer any notice required to enable the buyer to receive the goods.

除特定貿易慣例上運送該貨物類型係以未包裝方式出售外，賣方應自行負擔貨物包裝費用。

除當事人就包裝或標籤另有特別要求外，賣方應以適合運送之方式為貨物之包裝及上標籤。

A9 費用劃分

賣方應支付

- a) 至已依照 A2 規定交貨為止，與貨物有關的一切費用，但 B9 規定由買方支付的費用除外；
- b) 自 A4 所發生之運送及所有其他費用，包括裝載貨物之費用及與運送保安有關費用；
- c) 於目的地約定地點卸載之任何費用，但僅該費用依運送契約為賣方負擔者為限；
- d) 依運送契約應由賣方負擔之過境費用；
- e) 提供依 A6 貨物業已交付的一般證明給買方的費用；
- f) 於適用時，依 A7(a)之稅捐及與出口通關有關之任何其他費用；及
- g) 買方為取得依據 B7(a) 文件或資訊而提供協助有關之所有費用及花費。

A10 通知

賣方必須將貨物業已依 A2 為交付情事通知買方。

賣方必須提供買方任何必要的通知，以便買方能受領貨物。

B9 Allocation of costs

The buyer must pay:

- a) all costs relating to the goods from the time they have been delivered under A2, other than those payable by the seller under A9;
- b) the costs of transit, unless such costs were for the seller's account under the contract of carriage;
- c) unloading costs, unless such costs were for the seller's account under the contract of carriage;
- d) the seller for all costs and charges related to providing assistance in obtaining documents and information in accordance with A5 and A7(b);
- e) where applicable, duties, taxes and any other costs related to transit or import clearance under B7(b); and
- f) any additional costs incurred if it fails to give notice in accordance with B10, from the agreed date or the end of the agreed period for shipment, provided that the goods have been clearly identified as the contract goods.

B10 Notices

The buyer must, whenever it is agreed that the buyer is entitled to determine the time for dispatching the goods and/or the point of receiving the goods within the named place of destination, give the seller sufficient notice.

B9 費用劃分

買方應支付：

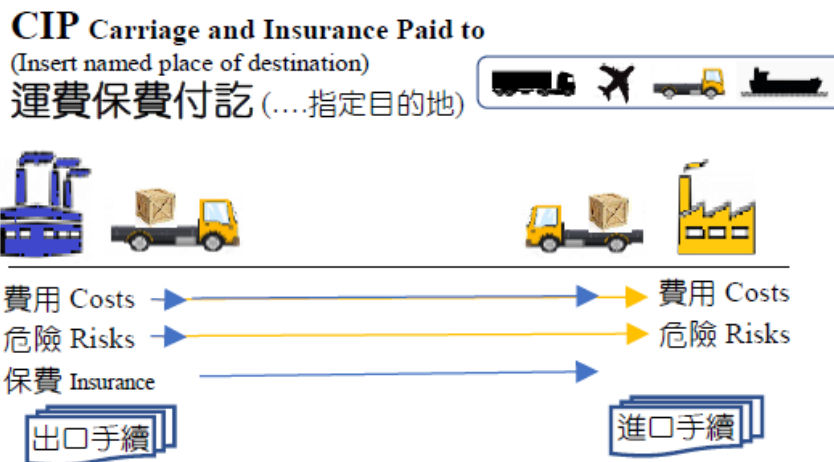
- a) 從已依照 A2 規定交貨開始，與貨物有關的一切費用，但 A9 規定由賣方支付的費用除外；
- b) 過境費用，除非該費用依運送契約應由賣方負擔；
- c) 卸貨費用，除非該費用依運送契約應由賣方負擔；
- d) 賣方依 A5 及 A7(b) 為取得文件或資訊而提供協助所發生的所有費用及花費；
- e) 於適用時，支付所有與 B7(b) 過境或進口通關有關之稅捐及其他費用；
- f) 因未依 B10 為通知，自約定日或約定裝運期間終了日起所發生之任何額外費用，但以該貨物業已明確被確認為合約貨物為限。

A10 通知

如經協議買方有權決定於一約定期間之某時為遞送貨物及或於約定目的地某提貨點者，買方應就此給予賣方充分的通知。



CIP | Carriage and Insurance Paid To 運費保費付訖條件



EXPLANATORY NOTES FOR USERS

1. **Delivery and risk**—“Carriage and Insurance Paid To” means that the seller delivers the goods—and transfers the risk—to the buyer

- by handing them over to the carrier
- contracted by the seller
- or by procuring the goods so delivered.
- The seller may do so by giving the carrier physical possession of the goods in the manner and at the place appropriate to the means of transport used.

Once the goods have been delivered to the buyer in this way, the seller does not guarantee that the goods will reach the place of destination in sound condition, in the stated quantity or indeed at all. This is because risk transfers from seller to buyer when the goods are delivered to the buyer by handing them over to the carrier; the seller must nonetheless contract for the carriage of the goods from delivery to the agreed destination. Thus, for example, goods are handed over to a carrier in Las Vegas (which is not a port) for carriage to Southampton (a port) or to Winchester (which is not a port). In either case, delivery transferring risk to the buyer happens in Las Vegas, and the seller must make a contract of carriage to either Southampton or Winchester.

2. **Mode of transport**—This rule may be used irrespective of the mode of transport selected and may also be used where more than one mode of transport is employed.

3. **Places (or points) of delivery and destination**—In CIP two locations are important: the place or point at which the goods are delivered (for the transfer of risk) and the place or point agreed as the destination of the goods (as the point to which the seller promises to contract for carriage).

給使用者的註解說明

1. **交付及危險**：“運費保費付訖”條件係指賣方於以下列情況將貨物交付給買方

- 將貨物移交給運送人
- 賣方安排運送人
- 或使貨物為如是交貨。
- 賣方可以所使用的運送工具以適當方式及地點將貨物交給運送人實質占有。

一旦貨物以此方式交貨給買方，賣方不擔保貨物以同樣完好情況及以同樣數量完整地抵達目的地。此係因當貨物移交給運送人時，等同貨物已交貨給買方，而危險也從此時移轉給買方；但賣方無論如何必須締結能將貨物送抵目的地的貨物運送契約。因此，例如貨物於拉斯維加斯（該地點非港口）移交給運送人，運送至英國南安普敦（港口）或英國溫徹斯特（非港口）。於任一情況，交貨及危險於拉斯維加斯移轉給買方，而賣方必須安排能運送至南安普敦或溫徹斯特的運送契約。

2. **運送方式**：無論選擇哪種運送方式且可使用超過一種的運送方式，本規則均可使用。

3. **交貨地(或點)及目的地**：於 CIP 條件，有二地點非常重要：貨物應予以交付(就危險移轉而言)之地或點(如有)，以及所約定的貨物目的地或點(為賣方認諾為運送契約之點)。

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4. **Insurance**—The seller must also contract for insurance cover against the buyer's risk of loss of or damage to the goods from the point of delivery to at least the point of destination. This may cause difficulty where the destination country requires insurance cover to be purchased locally: in this case the parties should consider selling and buying under CPT. The buyer should also note that under the CIP Incoterms 2020 rule the seller is required to obtain extensive insurance cover complying with Institute Cargo Clauses (A) or similar clause, rather than with the more limited cover under Institute Cargo Clauses (C). It is, however, still open to the parties to agree on a lower level of cover.
5. **Identifying the place or point of delivery with precision**—The parties are well advised to identify both places, or indeed points within those places, as precisely as possible in the contract of sale. Identifying the place or point (if any) of delivery as precisely as possible is important to cater for the common situation where several carriers are engaged, each for different legs of the transit from delivery to destination. Where this happens and the parties do not agree on a specific place or point of delivery, the default position is that risk transfers when the goods have been delivered to the first carrier at a point entirely of the seller's choosing and over which the buyer has no control. Should the parties wish the risk to transfer at a later stage (e.g. at a sea or river port or at an airport), or indeed an earlier one (e.g. an inland point some way away from a sea or river port), they need to specify this in their contract of sale and to carefully think through the consequences of so doing in case the goods are lost or damaged.
6. **Identifying the destination as precisely as possible**—The parties are also well advised to identify as precisely as possible in the contract of sale the point within the agreed place of destination, as this is the point to which the seller must contract for carriage and insurance and this is the point to which the costs of carriage and insurance fall on the seller.
7. **'or procuring the goods so delivered'**—The reference to "procure" here caters for multiple sales down a chain (string sales), particularly common in the commodity trades.
8. **Costs of unloading at destination**—If the seller incurs costs under its contract of carriage related to unloading at the named place of destination, the seller is not entitled to recover such costs separately from the buyer unless otherwise agreed between the parties.
9. **Export/import clearance**—CIP requires the seller to clear the goods for export, where applicable. However, the seller has no obligation to clear the goods for import or for transit through third countries, or to pay any import duty or to carry out any import customs formalities.
4. **保險**：賣方亦應締約保險契約，以承保貨物從交貨點至至少為目的地間貨物滅失或毀損之買方危險。此可能會造成困難是，如目的地國家要求保險應於當地投保：於此情況，契約當事人應考量依 CPT 條件為買賣。買方應注意的是，依國貿條規 2020 的 CIP 條件，其要求賣方應投保能符合協會貨物條款(A)或類似條款之較為廣泛承保之保險，而非協會貨物條款(C)的有限承保。然本條款仍容許雙方當事人可約定較低承保等級的投保。
5. **精準地確定交貨地或點**：建議雙方當事人能盡可能地於買賣契約中確認二地或這些地內之實際點。盡可能精準地確認交貨地或點(如有)對數運送人被雇用且從交貨至目的地歷經不同轉運階段的普遍情況非常重要。如雙方當事人未就交貨的特定地或點為約定，會造成一默認情況是，當貨物於賣方所擇定的整個地點交付給第一運送人，危險即行移轉，而買方對該點無法進行任何控管。如當事人希望在更後階段(例如於海港或河港或空港)或於更早階段(例如遠離海港或河港的某內陸點)將危險移轉，他們必須於買賣契約中予以特別約定，且應仔細全盤考量如何約定時發生貨物滅失或毀損之後果。
6. **盡可能精準地確定目的地**：亦建議雙方當事人於買賣契約中儘可能精準地確認約定目的地內之某點，而該點為賣方必須安排運送且為賣方應負擔運送費用之點。
7. **『使貨物為如是交付』**：『使』乙字是針對多重買賣過程中(連續銷售)，特別是(雖然非排他)常見於商品交易。
8. **目的地卸載費用**：如賣方發生依運送契約於約定目的地卸載有關費用，除當事人另有特別約定外，賣方無權就該費用單獨向買方請求。
9. **出口/進口通關**：CIP 條件要求賣方出口通關(如有適用)。然而，賣方並無就貨物進口或經由第三國為過境時之通關義務，亦無義務支付進口稅捐或安排任何進口海關手續之義務。

A THE SELLER'S OBLIGATIONS 賣方義務

B THE BUYER'S OBLIGATIONS 買方義務

A1 General obligations

A1 一般義務

The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.

賣方應提供符合買賣契約之貨物及商業發票及依契約可能要求之任何其他符合性證明。

B1 General obligations

B1 一般義務

The buyer must pay the price of the goods as provided in the contract of sale. Any document to be provided by the buyer may be in paper or

買方必須支付依買賣契約所規定之貨物價款。買方所提供的任何文件可依協議或如無該

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Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.

A2 Delivery

The seller must deliver the goods by handing them over to the carrier contracted in accordance with A4 or by procuring the goods so delivered. In either case the seller must deliver the goods on the agreed date or within the agreed period.

A3 Transfer of risks

The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstance described in B3.

A4 Carriage

The seller must contract or procure a contract for the carriage of the goods from the agreed point of delivery, if any, at the place of delivery to the named place of destination or, if agreed, any point at that place. The contract of carriage must be made on usual terms at the seller's cost and provide for carriage by the usual route in a customary manner of the type normally used for carriage of the type of goods sold. If a specific point is not agreed or is not determined by practice, the seller may select the point of delivery and the point at the named place of destination that best suit its purpose.

The seller must comply with any transport-related security requirements for transport to the destination.

賣方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。

A2 交貨

賣方必須將貨物移交給依 A4 所約定的運送人或使該貨物為交付。

在任一情況下，賣方應於所約定的日期或於約定期限內為交貨。

A3 危險移轉

除發生 B3 所述滅失或毀損情形外，賣方必須承擔貨物滅失或毀損的一切危險，以迄已依照 A2 規定交貨為止。

A4 運送

賣方應締結或安排，從約定的交付地(如有)，或如有約定，於該地之任何點，為貨物運送之契約。該運送契約應以賣方費用依慣常條件為安排且約定以該出售貨物類型一般所使用的運送方式的習慣方式為一般航路之運送。如未約定特定點或依習慣而未決定者，賣方可選擇交貨點且該位於約定目的地之最適合其目的之點。

賣方應遵守任何於目的地前與運送有關保安上之需求。

electronic form as agreed or, where there is no agreement, as is customary.

B2 Taking delivery

The buyer must take delivery of the goods when they have been delivered under A2 and receive them from the carrier at the named place of destination or if agreed, at the point within that place.

B3 Transfer of risks

The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.

If the buyer fails to give notice in accordance with B10, then the buyer bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery, provided that the goods have been clearly identifies as the contract goods.

B4 Carriage

The buyer has no obligation to the seller to make a contract of carriage.

協議則以慣例方式之紙本或電子方式。

B2 提貨

買方必須在貨物已依照 A4 規定為交貨時予以提貨，並於目的地所載明的地點或如有協議於該地點的特定點自運送人處為貨物之受領。

B3 危險移轉

自賣方依 A2 規定交貨時起，買方必須承擔貨物滅失或毀損的一切危險。

買方未依 B10 規定為通知，則買方應承擔自協議日起或自任何協議交貨期間終了之時起該貨物滅失或毀損之所有危險，但以該貨物業已明確地被確認為契約貨物者為限。

A4 運送

買方沒有為賣方安排運送契約之義務。

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A5 Insurance

Unless otherwise agreed or customary in the particular trade, the seller must obtain at its own cost cargo insurance complying with the cover provided by Clauses (A) of the Institute Cargo Clauses (LMA/IUA) or any similar clauses as appropriate to the means of transport used. The insurance shall be contracted with underwriters or an insurance company of good repute and entitle the buyer, or any other person having an insurable interest in the goods, to claim directly from the insurer.

When required by the buyer, the seller must, subject to the buyer providing any necessary information requested by the seller, provide at the buyer's cost any additional cover, if procurable, such as cover complying with the Institute War Clauses and/or Institute Strikes Clauses (LMA/IUA) or any similar clauses (unless such cover is already included with the cargo insurance described in the preceding paragraph).

The insurance shall cover, at a minimum, the price provided in the contract plus 10% (i.e. 110%) and shall be in the currency of the contract.

The insurance shall cover the goods from the point of delivery set out in A2 to at least the named place of destination.

The seller must provide the buyer with the insurance policy or certificate or any other evidence of insurance cover.

Moreover, the seller must provide the buyer, at the buyer's request, risk and cost, with information that the buyer needs to procure any additional insurance.

A6 Delivery/transport document

If customary or at the buyer's request, the seller must provide the buyer, at the seller's cost, with the usual transport document[s] for the transport contracted in accordance with A4.

This transport document must cover

A5 保險

除另有協議或該特定貿易另有慣例外，賣方應自費取得符合協會貨物條款(倫敦海上保險人協會/勞依茲市場協會)條款(A)所提供承保之貨物保險或適於該使用運送工具之任何類似條款。該保險應向具良好聲譽之保險人或保險公司投保且有權使買方或對該貨物具有保險利益之任何其他人士直接向保險人為求償。

於買方為要求時，賣方應依據賣方所要求並由買方所提供的任何必要資料，以買方費用，投保任何可取得的額外承保，例如承保符合協會罷工條款(倫敦海上保險人協會/勞依茲市場協會)或任何類似條款(但該承保業由前項所述貨物保險所承保者除外)。

本保險應至少投保契約所規定之價額加上 10%(亦即 110%)且應以本契約之幣值投保之。

本保險應承保貨物從 A2 所約定之交貨點至少至目的地所載明之地點。

賣方應將保險保單或證明或任何其他保險承保之證明提供給買方。

但以買方要求、危險及費用，就買方要求投保任何額外保險之訊息，賣方應提供給買方。

A6 交貨/運送單證

如依慣例或依買方要求，賣方應以賣方費用向買方提供依 A4 所締結的運送契約所簽發的一般運送單證。

運送單證應涵蓋契約貨

B5 Insurance

The buyer has no obligation to the seller to make a contract of insurance. However, the buyer must provide the seller, upon request, with any information necessary for the seller to procure any additional insurance requested by the buyer under A5.

B5 保險

買方沒有為賣方締結保險契約的義務。但一經請求，買方依 A5 所要求投保的任何額外保險所需之所有資訊，買方應提供給賣方。

B6 Delivery/transport document

The buyer must accept the transport document provided under A6 if it is in conformity with the contract.

A6 交貨/運送單證

如依 A6 所提供的運送單證符合本契約，買方即應予以接受。



the contract goods and be dated within the period agreed for shipment. If agreed or customary, the document must also enable the buyer to claim the goods from the carrier at the named place of destination and enable the buyer to sell the goods in transit by the transfer of the document to a subsequent buyer or by notification to the carrier.

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

A7 Export/import clearance

- a) Export clearance Where applicable, the seller must carry out and pay for all export clearance formalities required by the country of export, such as:
- export licence;
 - security clearance for export;
 - pre-shipment inspection; and
 - any other official authorisation.
- b) Assistance with import clearance Where applicable, the seller must assist the buyer, at the buyer's request, risk and cost, in obtaining any documents and/or information related to all transit/import clearance formalities, including security requirements and pre-shipment inspection, needed by any country of transit or the country of import.

A8 Checking/packaging/markings

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) that are necessary for the purpose of delivering the goods in accordance with A2.

The seller must, at its own cost, package the goods, unless it is usual for the particular trade to transport the type of goods sold unpackaged.

The seller must package and mark the

物，其上日期應於所約定的裝運期限內。如依約定或依慣例，該單證必須能使買方於所載明的目的地向運送人請求貨物且能使買方能透過該單證的轉讓或以通知運送人方式將過境中的貨物出售給後續的買方。

如該運送單證係以可背書轉讓方式為簽發且簽發數正本者，全套正本應提交買方。

A7 進口/出口通關

- a) 於適用時，賣方應辦理並支付出口國所要求的所有出口通關手續，例如：
- 出口許可；
 - 出口保安通關；
 - 裝船前檢查；及
 - 任何其他官方授權。
- b) 於適用時，以買方要求、危險及費用，賣方應協助買方取得過境/進口國家所要求的所有過境/進口通關之任何文件及或資訊，包括保安要求及裝船前檢查。

A8 檢查/包裝/標誌

賣方應支付與 A2 規定為交付貨物目的之必要檢查作業之費用(例如檢查品質、材積、重量及點數)。

除特定貿易慣例上運送該貨物類型係以未包裝方式出售外，賣方應自行負擔貨物包裝費用。

除當事人就包裝或標籤另

B7 Export/import clearance

- a) Assistance with export clearance Where applicable, the buyer must assist the seller at the seller's request, risk and cost in obtaining any documents and/or information related to all export clearance formalities, including security requirements and pre-shipment inspection, needed by the country of export.
- b) Import clearance Where applicable, the buyer must carry out and pay for all formalities required by any country of transit and the country of import, such as:
- import licence and any licence required for transit;
 - security clearance for import and any transit;
 - pre-shipment inspection; and
 - any other official authorisation.

B8 Checking/packaging/markings

The buyer has no obligation to the seller.

B7 進口/出口通關

- a) 於適用時，以賣方要求、危險及費用，買方應協助賣方取得出口國家所要求的所有出口通關之任何文件及或資訊，包括保安要求及裝船前檢查。
- b) 於適用時，買方應辦理並支付進口國家所要求的所有進口通關手續，例如：
- 進口許可及任何過境所需之許可；
 - 進口及任何過境之保安通關
 - 裝船前檢查；及
 - 任何其他官方授權。

B8 檢查/包裝/標誌

買方就此對賣方無義務。

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goods in the manner appropriate for their transport, unless the parties have agreed on specific packaging or marking requirements.

A9 Allocation of costs

The seller must pay:

- a) all costs relating to the goods until they have been delivered in accordance with A2, other than those payable by the buyer under B9;
- b) transport and all other costs resulting from A4, including the costs of loading the goods and transport-related security costs;
- c) any charges for unloading at the agreed place of destination but only if those charges were for the seller's account under the contract of carriage;
- d) the costs of transit that were for the seller's account under the contract of carriage;
- e) the costs of providing the usual proof to the buyer under A6 that the goods have been delivered;
- f) the costs of insurance resulting from A5;
- g) where applicable, duties, taxes and any other costs related to export clearance under A7(a); and
- h) the buyer for all costs and charges related to providing assistance in obtaining documents and information in accordance with B7(a).

A10 Notices

The seller must notify the buyer that the goods have been delivered in accordance with A2.

The seller must give the buyer any notice required to enable the buyer to receive the goods.

有特別要求外，賣方應以適合運送之方式為貨物之包裝及上標籤。

A9 費用劃分

賣方應支付

- a) 至已依照 A2 規定交貨為止，與貨物有關的一切費用，但 B9 規定由買方支付的費用除外；
- b) 自 A4 所發生之運送及所有其他費用，包括裝載貨物之費用及與運送保安有關之費用；
- c) 於目的地約定地點卸載之任何費用，但僅該費用依運送契約為賣方負擔者為限；
- d) 依運送契約應由賣方負擔之過境費用；
- e) 提供依 A6 貨物業已交付的一般證明給買方的費用；
- f) 因 A5 所發生之保險費用；
- g) 於適用時，依 A7(a) 之稅捐及與出口通關有關之任何其他費用；及
- h) 買方為取得依據 B7(a) 文件或資訊而提供協助有關之所有費用及花費。

A10 通知

賣方必須將貨物業已依 A2 為交付乙事通知買方。

賣方必須提供買方任何必要的通知，以便買方能受領貨物。

B9 Allocation of costs

The buyer must pay:

- a) all costs relating to the goods from the time they have been delivered under A2, other than those payable by the seller under A9;
- b) the costs of transit, unless such costs were for the seller's account under the contract of carriage;
- c) unloading costs, unless such costs were for the seller's account under the contract of carriage;
- d) the costs of any additional insurance procured at the buyer's request under A5 and B5;
- e) the seller for all costs and charges related to providing assistance in obtaining documents and information in accordance with A5 and A7(b);
- f) where applicable, duties, taxes and any other costs related to transit or import clearance under B7(b); and
- g) any additional costs incurred if it fails to give notice in accordance with B10, from the agreed date or the end of the agreed period for shipment,

provided that the goods have been clearly identifies as the contract goods.

B10 Notices

The buyer must, whenever it is agreed that the buyer is entitled to determine the time for dispatching the goods and/or the point of receiving the goods within the named place of destination, give the seller sufficient notice.

B9 費用劃分

買方應支付：

- a) 從已依照 A2 規定交貨開始，與貨物有關的一切費用，但 A9 規定由賣方支付的費用除外；
- b) 過境費用，除非該費用依運送契約應由賣方負擔；
- c) 卸貨費用，除非該費用依運送契約應由賣方負擔；
- d) 依 A5 及 B5 應買方要求投保任何額外保險之費用；
- e) 賣方依 A5 及 A7(b) 為取得文件或資訊而提供協助所發生的所有費用及花費；
- f) 於適用時，支付所有與 B7(b) 過境或進口通關有關之稅捐及其他費用；
- g) 因未依 B10 為通知，自約定日或約定裝運期間終了日起所發生之任何額外費用，

但以該貨物業已明確被確認為合約貨物為限。

A10 通知

如經約定，買方有權決定於一約定期間之某時為遞送貨物及或於約定目的地某提貨點者，買方應就此給予賣方充分的通知。



DAP | Delivered at Place

目的地交貨條件



EXPLANATORY NOTES FOR USERS

- Delivery and risk**—"Delivered at Place" means that the seller delivers the goods—and transfers risk—to the buyer
 - when the goods are placed at the disposal of the buyer
 - on the arriving means of transport ready for unloading
 - at the named place of destination or
 - at the agreed point within that place, if any such point is agreed.
 The seller bears all risks involved in bringing the goods to the named place of destination or to the agreed point within that place. In this Incoterms rule, therefore, delivery and arrival at destination are the same.
- Mode of transport**—This rule may be used irrespective of the mode of transport selected and may also be used where more than one mode of transport is employed.
- Identifying the place or point of delivery/destination precisely**—The parties are well advised to specify the destination place or point as clearly as possible and this for several reasons. First, risk of loss of or damage to the goods transfers to the buyer at that point of delivery/destination— and it is best for the seller and the buyer to be clear about the point at which that critical transfer happens. Secondly, the costs before that place or point of delivery/destination are for the account of the seller and the costs after that place or point are for the account of the buyer. Thirdly, the seller must contract or arrange for the carriage of the goods to the agreed place or point of delivery/destination. If it fails to do so, the seller is in breach of its obligations under the Incoterms DAP rule and will be liable to the buyer for any ensuing loss. Thus, for example, the seller would be responsible for any additional costs levied by the carrier to the buyer for any

給使用者的註解說明

- 交付及危險：**“目的地交貨”條件係指賣方於以下列情況將貨物交付給買方
 - 將貨物置放於可供買方處置之時
 - 於運送工具抵達準備好卸貨
 - 於所約定的目的地，或
 - 於該地所約定之點(如該點有約定)。
 賣方承擔將貨物送往約定目的地或該地約定之點所涉及的所有危險。於此國貿條規規則，交貨及抵達目的地同一。
- 運送方式：**無論選擇哪種運送方式且可使用超過一種的運送方式，本規則均可使用。
- 精準地確定交貨/目的地或點：**建議雙方當事人能盡可能地於買賣契約中確認目的地或點，此有數理由。第一、貨物滅失或毀損的危險於該交貨/目的地之點移轉給買方，因此賣方及買方最好能就危險移轉之該點儘量明確。第二、於該交貨/目的地或點之前的費用由賣方負擔，該地或點之後的費用由買方負擔。第三、賣方必須締結或安排將貨物運送至該交貨/目的地或點。如未能為之，賣方違反國貿條規 DAP 規則下的義務而應對買方負責任何產生的損失。因此，例如賣方應負責運送人向買方請求任何額外再運送的任何額外費用。



additional on-carriage.

4. **‘or procuring the goods so delivered’**—The reference to “procure” here caters for multiple sales down a chain (string sales), particularly common in the commodity trades.
5. **Unloading costs**—The seller is not required to unload the goods from the arriving means of transportation. However, if the seller incurs costs under its contract of carriage related to unloading at the place of delivery/destination, the seller is not entitled to recover such costs separately from the buyer unless otherwise agreed between the parties.
6. **Export/import clearance**—DAP requires the seller to clear the goods for export, where applicable. However, the seller has no obligation to clear the goods for import or for post-delivery transit through third countries, to pay any import duty or to carry out any import customs formalities. As a result, if the buyer fails to organise import clearance, the goods will be held up at a port or inland terminal in the destination country. Who bears the risk of any loss that might occur while the goods are thus held up at the port of entry in the destination country? The answer is the buyer: delivery will not have occurred yet, B3(a) ensuring that the risk of loss of or damage to the goods is with the buyer until transit to a named inland point can be resumed. If, in order to avoid this scenario, the parties intend the seller to clear the goods for import, pay any import duty or tax and carry out any import customs formalities, the parties might consider using DDP.
4. **『使貨物為如是交付』**：『使』乙字是針對多重買賣過程中(連續銷售)，特別是(雖然非排他)常見於商品交易。
- 5 **卸載費用**：賣方無須將貨物從抵達的運送工具上予以卸載。但如賣方依運送契約發生應支付於交貨/目的地的卸載費用，除當事人另有特別約定外，賣方無權就該費用單獨向買方請求。
6. **出口/進口通關**：DAP 條件要求賣方出口通關(如有適用)。然而，賣方並無就貨物進口或經由第三國為過境時之通關義務，亦無義務支付進口稅捐或安排任何進口海關手續之義務。因此，如買方未能安排進口通關，貨物會被滯留在目的國的港口或內部終端站。誰應承擔該貨物被滯留於目的國入境港期間可能發生的任何損失危險？答案是買方：因交貨尚未發生，B3(a)規定買方應承擔貨物滅失或毀損之危險以迄轉運至約定的內陸點重新開始。為避免此情況發生，如當事人意指賣方為貨物進口通關，支付進口稅捐或安排任何進口海關手續之義務，當事人或可考慮使用 DDP 條件。

A THE SELLER'S OBLIGATIONS 賣方義務

B THE BUYER'S OBLIGATIONS 買方義務

A1 General obligations

The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.

Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.

A1 一般義務

賣方應提供符合買賣契約之貨物及商業發票及依契約可能要求之任何其他符合性證明。

賣方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。

A2 Delivery

The seller must deliver the goods by placing them at the disposal of the buyer on the arriving means of transport ready for unloading at the agreed point, if any, at the named place of destination or by procuring the goods so delivered.

In either case the seller must deliver the goods on the agreed date or within the agreed period.

A2 交貨

賣方必須將貨物置放於所載目的地之約定地點(如有)於運送工具抵達時準備好卸載可供買方處置為交貨或使該貨物為交付。

在任一情況下，賣方應於所約定的日期或於約定期限內為交貨。

B1 General obligations

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

Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.

B1 一般義務

買方必須支付依買賣契約所規定之貨物價款。

買方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。

B2 Taking delivery

The buyer must take delivery of the goods when they have been delivered under A2.

B2 提貨

買方應於賣方依 A2 規定已交付之貨物為貨物之提領。



A3 Transfer of risks

The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstances described in B3.

A3 危險移轉

除發生 B3 所述滅失或毀損情形外，賣方必須承擔貨物滅失或毀損的一切危險，以迄已依照 A2 規定交貨為止。

B3 Transfer of risks

The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.

If:

- a) the buyer fails to fulfil its obligations in accordance with B7, then it bears all resulting risks of loss of or damage to the goods; or
- b) the buyer fails to give notice in accordance with B10, then it bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery,

provided that the goods have been clearly identified as the contract goods.

B3 危險移轉

自依 A2 規定交貨時起，買方必須承擔貨物滅失或毀損的一切危險。

若

- a) 買方未依 B7 履行其義務，則其應負擔貨物滅失或毀損所有致生危險；或
- b) 買方未依 B10 為通知者，則其應承擔自約定交貨日或約定交貨期間終了時貨物滅失或毀損之所有危險，

但以該貨物業已明確地被確認為契約貨物者為限。

A4 Carriage

The seller must contract or arrange at its own cost for the carriage of the goods to the named place of destination or to the agreed point, if any, at 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 that best suits its purpose.

The seller must comply with any transport-related security requirements for transport to the destination.

A4 運送

賣方應自費締結或安排，從約定的交付地(如有)，或如有約定，於該地之任何點，為貨物運送之契約。如未約定特定點或依習慣而未決定者，賣方可選擇交貨點且該位於約定目的地之最適合其目的之點。

賣方應遵守任何於目的地前與運送有關保安上之需求。

B4 Carriage

The buyer has no obligation to the seller to make a contract of carriage.

A4 運送

買方沒有為賣方安排運送契約之義務。

A5 Insurance

The seller has no obligation to the buyer to make a contract of insurance.

A5 保險

賣方沒有為買方締結保險契約的義務。

B5 Insurance

The buyer has no obligation to the seller to make a contract of insurance. However, the buyer must provide the seller, at the seller's request, risk and cost, with information that the seller needs for obtaining insurance.

B5 保險

買方沒有為賣方締結保險契約的義務。但以賣方請求、危險及費用，買方應將賣方為取得保險所需之資訊，提供給賣方。

A6 Delivery/transport document

The seller must provide the buyer, at the seller's cost, with any document required to enable the buyer to take over the goods.

A6 交貨/運送單證

賣方應自費將買方可據以提領貨物所需任何文件，提供給買方。

B6 Delivery/transport document

The buyer must accept the document provided under A6.

B6 交貨/運送單證

買方必須接受依 A6 規定之文件。

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A7 Export/import clearance

- a) Export and transit clearance Where applicable, the seller must carry out and pay for all export and transit clearance formalities required by the country of export and any country of transit (other than the country of import), such as:
- export/transit licence;
 - security clearance for export/transit;
 - pre-shipment inspection; and
 - any other official authorisation.
- b) Assistance with import clearance Where applicable, the seller must assist the buyer, at the buyer's request, risk and cost, in obtaining any documents and/or information related to all import clearance formalities, including security requirements and pre-shipment inspection, needed by the country of import.

A8 Checking/packaging/markings

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) that are necessary for the purpose of delivering the goods in accordance with A2.

The seller must, at its own cost, package the goods, unless it is usual for the particular trade to transport the type of goods sold unpackaged.

The seller must package and mark the goods in the manner appropriate for their transport, unless the parties have agreed on specific packaging or marking requirements.

A9 Allocation of costs

The seller must pay:

- a) all costs relating to the goods and their transport until they have been delivered in accordance with A2,

A7 進口/出口通關

- a) 出口及過境通關，於適用時，賣方應辦理並支付出口國及任何過境國(進口國除外)所要求的所有出口及過境通關手續，例如：
- 出口/過境許可
 - 出口/過境保安通關
 - 裝船前檢查；及
 - 任何其他官方授權。
- b) 協助進口通關，於適用時，以買方要求、危險及費用，賣方應協助買方取得進口國所要求的所有進口通關之任何文件及或資訊，包括保安要求及裝船前檢查。

A8 檢查/包裝/標誌

賣方應支付與 A2 規定為交付貨物目的之必要檢查作業之費用(例如檢查品質、材積、重量及點數)。

除特定貿易慣例上運送該貨物類型係以未包裝方式出售外，賣方應自行負擔貨物包裝費用。除當事人就包裝或標籤另有特別要求外，賣方應以適合運送之方式為貨物之包裝及上標籤。

A9 費用劃分

賣方應支付：

- a) 至已依照 A2 規定交貨為止，與貨物有關的一切費用，但 B9 規定

B7 Export/import clearance

- a) Assistance with export and transit clearance Where applicable, the buyer must assist the seller at the seller's request, risk and cost in obtaining any documents and/or information related to all export/transit clearance formalities, including security requirements and pre-shipment inspection, needed by the country of export and any country of transit (other than the country of import).
- b) Import clearance Where applicable, the buyer must carry out and pay for all formalities required by the country of import, such as:
- import licence;
 - security clearance for import;
 - pre-shipment inspection; and
 - any other official authorisation.

B8 Checking/packaging/markings

The buyer has no obligation to the seller.

B9 Allocation of costs

The buyer must pay:

- a) all costs relating to the goods from the time they have been delivered under A2;

B7 進口/出口通關

- a) 協助出口及過境通關，於適用時，以賣方要求、危險及費用，買方應協助賣方取得出口國及任何過境國(進口國除外)所要求的所有出口及過境通關之任何文件及或資訊，包括保安要求及裝船前檢查。
- b) 進口通關，於適用時，買方應辦理並支付進口國家所要求的所有進口通關手續，例如：
- 進口許可；
 - 進口之保安通關；
 - 裝船前檢查；及
 - 任何其他官方授權。

B8 檢查/包裝/標誌

買方就此對賣方無義務。

B9 費用劃分

買方應支付：

- a) 從已依照 A2 規定交貨開始，與貨物有關的一切費

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- other than those payable by the buyer under B9;
- b) any charges for unloading at the place of destination but only if those charges were for the seller's account under the contract of carriage;
 - c) the cost of providing the delivery/transport document under A6;
 - d) where applicable, duties, taxes and any other costs related to export and any transit clearance under A7(a); and
 - e) the buyer for all costs and charges related to providing assistance in obtaining documents and information in accordance with B5 and B7(a).
- 由買方支付的費用除外；
- b) 於目的地約定地點卸載之任何費用，但僅該費用依運送契約為賣方負擔者為限；
 - c) 提供依 A6 交貨/運送文件的；
 - d) 於適用時，依 A7(a)之稅捐及與出口通關有關之任何其他費用；及
 - e) 買方為取得依據 B7(a) 文件或資訊而提供協助有關之所有費用及花費。

A10 Notices

The seller must give the buyer any notice required to enable the buyer to receive the goods.

A10 通知

賣方必須提供買方任何必要的通知，以便買方能受領貨物。

- b) all costs of unloading necessary to take delivery of the goods from the arriving means of transport at the named place of destination, unless such costs were for the seller's account under the contract of carriage;
- c) the seller for all costs and charges related to providing assistance in obtaining documents and information in accordance with A7(b);
- d) where applicable, duties, taxes and any other costs related to import clearance under B7(b); and
- e) any additional costs incurred by the seller if the buyer fails to fulfil its obligations in accordance with B7 or to give notice in accordance with B10, provided that the goods have been clearly identifies as the contract goods.

B10 Notices

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

- 用；
- b) 於所載明的目的地從所抵達的運送工具上為提領貨物所需之所有卸貨費用，除非該費用依運送契約應由賣方負擔；
 - c) 賣方依 A7(b) 為取得文件或資訊而提供協助所發生的所有費用及花費；
 - d) 於適用時，支付所有與 B7(b) 過境或進口通關有關之稅捐及其他費用；
 - e) 因買方未履行 B7 義務或未依 B10 為通知，賣方所發生的任何額外費用，
- 但以該貨物業已明確被確認為合約貨物為限。

B10 通知

如經約定，買方有權決定於一約定期間之某時為遞送貨物及或於約定目的地某提貨點者，買方應就此給予賣方充分的通知。



DPU | Delivered at Place Unloaded

卸貨地交貨條件



EXPLANATORY NOTES FOR USERS

- Delivery and risk**—“Delivered at Place Unloaded” means that the seller delivers the goods—and transfers risk—to the buyer
 - when the goods,
 - once unloaded from the arriving means of transport,
 - are placed at the disposal of the buyer
 - at a named place of destination or
 - at the agreed point within that place, if any such point is agreed.

The seller bears all risks involved in bringing the goods to and unloading them at the named place of destination. In this Incoterms rule, therefore, the delivery and arrival at destination are the same. DPU is the only Incoterms rule that requires the seller to unload goods at destination. The seller should therefore ensure that it is in a position to organise unloading at the named place. Should the parties intend the seller not to bear the risk and cost of unloading, the DPU rule should be avoided and DAP should be used instead.

- Mode of transport**—This rule may be used irrespective of the mode of transport selected and may also be used where more than one mode of transport is employed.

- Identifying the place or point of delivery/destination precisely**—The parties are well advised to specify the destination place or point as clearly as possible and this for several reasons. First, risk of loss of or damage to the goods transfers to the buyer at that point of delivery/destination—and it is best for the seller and the buyer to be clear about the point at which that critical transfer happens. Secondly, the costs before that place or point of delivery/destination are for the account of the seller and the costs after that place or point are for the account of the buyer. Thirdly, the seller must contract or arrange for the carriage of the goods to the agreed place or point of

給使用者的註解說明

- 交付及危險**：“卸貨地交貨”條件係指賣方於以下列情況將貨物交付給買方
 - 當貨物，
 - 一旦已從所抵達的運送工具上卸貨，
 - 貨物置放於可供買方處置之時
 - 於所約定的目的地，或
 - 於該地所約定之點(如該點有約定)。

賣方承擔將貨物送往約定目的地或該地約定之點所涉及的所有危險。於此國貿條規規則，交貨及抵達目的地同一。DPU 條件是國貿條規唯一要求賣方應於目的地卸載貨物的規則。因此賣方應確保貨物能位於約定地點並安排卸載。如雙方當事人意欲賣方不承擔卸貨危險及費用，應避免使用 DPU 規則，而應以 DAP 規則取代之。

- 運送方式**：無論選擇哪種運送方式且可使用超過一種的運送方式，本規則均可使用。

- 精準地確定交貨/目的地或點**：建議雙方當事人能盡可能地於買賣契約中確認目的地或點，此有數理由。第一、貨物滅失或毀損的危險於該交貨/目的地之點移轉給買方，因此賣方及買方最好能就危險移轉之該點儘量明確。第二、於該交貨/目的地或點之前的費用由賣方負擔，該地或點之後的費用由買方負擔。第三、賣方必須締結或安排將貨物運送至該交貨/目的地或點。如未能為之，賣方違反本規則下的義務而應對買方負責任何產生的損失。因此，例如賣方應負責運送人向



delivery/destination. If it fails to do so, the seller is in breach of its obligations under this rule and will be liable to the buyer for any ensuing loss. The seller would, for example, be responsible for any additional costs levied by the carrier to the buyer for any additional oncarriage.

4. **‘or procuring the goods so delivered’**—The reference to “procure” here caters for multiple sales down a chain (string sales), particularly common in the commodity trades.
5. **Export/import clearance**—DPU requires the seller to clear the goods for export, where applicable. However, the seller has no obligation to clear the goods for import or for post-delivery transit through third countries, to pay any import duty or to carry out any import customs formalities. As a result, if the buyer fails to organise import clearance, the goods will be held up at a port or inland terminal in the destination country. Who bears the risk of any loss that might occur while the goods are thus held up at the port of entry in the destination country? The answer is the buyer: delivery will not have occurred yet, B3(a) ensuring that the risk of loss of or damage to the goods is with the buyer until transit to a named inland point can be resumed. If, in order to avoid this scenario, the parties intend the seller to clear the goods for import, pay any import duty or tax and carry out any import customs formalities, the parties might consider using DDP.

買方請求任何額外再運送的任何額外費用。

4. **『使貨物為如是交付』**：『使』乙字是針對多重買賣過程中(連續銷售)，特別是(雖然非排他)常見於商品交易。
5. **出口/進口通關**：DPU 條件要求賣方出口通關(如有適用)。然而，賣方並無就貨物進口或經由第三國為過境時之通關義務，亦無義務支付進口稅捐或安排任何進口海關手續之義務。因此，如買方未能安排進口通關，貨物會被滯留在目的國的港口或內部終端站。誰應承擔該貨物被滯留於目的國入境港期間可能發生的任何損失危險？答案是買方：交貨尚未發生，B3(a)規定買方應承擔貨物滅失或毀損之危險以迄轉運至約定的內陸點重新開始。為避免此情況發生，如當事人意使賣方為貨物進口通關，支付進口稅捐或安排任何進口海關手續之義務，當事人或可考慮使用 DDP 條件。

A THE SELLER'S OBLIGATIONS 賣方義務		B THE BUYER'S OBLIGATIONS 買方義務	
A1 General obligations	A1 一般義務	B1 General obligations	B1 一般義務
The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract. Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.	賣方應提供符合買賣契約之貨物及商業發票及依契約可能要求之任何其他符合性證明。 賣方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。	The buyer must pay the price of the goods as provided in the contract of sale. Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.	買方必須支付依買賣契約所規定之貨物價款。 買方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。
A2 Delivery	A2 交貨	B2 Taking delivery	B2 提貨
The seller must unload the goods from the arriving means of transport and must then deliver them by placing them at the disposal of the buyer at the agreed point, if any, at the named place of destination or by procuring the goods so delivered. In either case the seller must deliver the goods on the agreed date or within the agreed period.	賣方必須將貨物置放於所載目的地之約定地點(如有)於運送工具抵達時準備好卸載可供買方處置為交貨或使該貨物為交付。 在任一情況下，賣方應於所約定的日期或於約定期限內為交貨。	The buyer must take delivery of the goods when they have been delivered under A2.	買方應於賣方依 A2 規定已交付之貨物為貨物之提領。
A3 Transfer of risks	A3 危險移轉	B3 Transfer of risks	B3 危險移轉

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The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstances described in B3.

除發生 B3 所述滅失或毀損情形外，賣方必須承擔貨物滅失或毀損的一切危險，以迄已依照 A2 規定交貨為止。

The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.

自依 A2 規定交貨時起，買方必須承擔貨物滅失或毀損的一切危險。

If:
a) the buyer fails to fulfil its obligations in accordance with B7, then it bears all resulting risks of loss of or damage to the goods; or
b) the buyer fails to give notice in accordance with B10, then it bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery, provided that the goods have been clearly identifies as the contract goods.

若
a) 買方未依 B7 履行其義務，則其應負擔貨物滅失或毀損所有致生危險；或
b) 買方未依 B10 為通知者，則其應承擔自約定交貨日或約定交貨期間終了時貨物滅失或毀損之所有危險，但以該貨物業已明確地被確認為契約貨物者為限。

A4 Carriage

The seller must contract or arrange at its own cost for the carriage of the goods to the named place of destination or to the agreed point, if any, at 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 that best suits its purpose. The seller must comply with any transport-related security requirements for transport to the destination.

A4 運送

賣方應自費締結或安排，從約定的交付地(如有)，或如有約定，於該地之任何點，為貨物運送之契約。如未約定特定點或依習慣而未決定者，賣方可選擇交貨點且該位於約定目的地之最適合其目的之點。賣方應遵守任何於目的地前與運送有關保安上之需求。

B4 Carriage

The buyer has no obligation to the seller to make a contract of carriage.

A4 運送

買方沒有為賣方安排運送契約之義務。

A5 Insurance

The seller has no obligation to the buyer to make a contract of insurance.

A5 保險

賣方沒有為買方締結保險契約的義務。

B5 Insurance

The buyer has no obligation to the seller to make a contract of insurance. However, the buyer must provide the seller, at the seller's request, risk and cost, with information that the seller needs for obtaining insurance.

B5 保險

買方沒有為賣方締結保險契約的義務。但以賣方請求、危險及費用，買方應將賣方為取得保險所需之資訊，提供給賣方。

A6 Delivery/transport document

The seller must provide the buyer, at the seller's cost, with any document required to enable the buyer to take over the goods.

A6 交貨/運送單證

賣方應自付費用，將買方可據以提領貨物所需任何文件，提供給買方。

B6 Delivery/transport document

The buyer must accept the document provided under A6.

B6 交貨/運送單證

買方必須接受依 A6 規定之文件。

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A7 Export/import clearance

- a) Export and transit clearance Where applicable, the seller must carry out and pay for all export and transit clearance formalities required by the country of export and any country of transit (other than the country of import), such as:
- export/transit licence;
 - security clearance for export/transit;
 - pre-shipment inspection; and
 - any other official authorisation.
- b) Assistance with import clearance Where applicable, the seller must assist the buyer, at the buyer's request, risk and cost, in obtaining any documents and/or information related to all import clearance formalities, including security requirements and pre-shipment inspection, needed by the country of import.

A8 Checking/packaging/markings

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) that are necessary for the purpose of delivering the goods in accordance with A2.

The seller must, at its own cost, package the goods, unless it is usual for the particular trade to transport the type of goods sold unpackaged.

The seller must package and mark the goods in the manner appropriate for their transport, unless the parties have agreed on specific packaging or marking requirements.

A9 Allocation of costs

The seller must pay:

- a) all costs relating to the goods and their transport until they have been unloaded and delivered in accordance with A2, other than those payable by the buyer under B9;
- b) the cost of providing the delivery/transport document under

A7 進口/出口通關

- a) 出口及過境通關，於適用時，賣方應辦理並支付出口國及任何過境國(進口國除外)所要求的所有出口及過境通關手續，例如：
- 出口/過境許可
 - 出口/過境保安通關
 - 裝船前檢查；及
 - 任何其他官方授權。
- b) 協助進口通關，於適用時，以買方要求、危險及費用，賣方應協助買方取得進口通關之任何文件及或資訊，包括保安要求及裝船前檢查。

A8 檢查/包裝/標誌

賣方應支付與 A2 規定為交付貨物目的之必要檢查作業之費用(例如檢查品質、材積、重量及點數)。

除特定貿易慣例上運送該貨物類型係以未包裝方式出售外，賣方應自行負擔貨物包裝費用。除當事人就包裝或標籤另有特別要求外，賣方應以適合運送之方式為貨物之包裝及上標籤。

A9 費用劃分

賣方應支付

- a) 至已依照 A2 規定交貨為止，與貨物有關的一切費用，但 B9 規定由買方支付的費用除外；
- b) 提供依 A6 交貨/運送文件的；

B7 Export/import clearance

- a) Assistance with export and transit clearance Where applicable, the buyer must assist the seller at the seller's request, risk and cost in obtaining any documents and/or information related to all export/transit clearance formalities, including security requirements and pre-shipment inspection, needed by the country of export and any country of transit (other than the country of import).
- b) Import clearance Where applicable, the buyer must carry out and pay for all formalities required by the country of import, such as:
- import licence;
 - security clearance for import;
 - pre-shipment inspection; and
 - any other official authorisation.

B8 Checking/packaging/markings

The buyer has no obligation to the seller.

B9 Allocation of costs

The buyer must pay:

- a) all costs relating to the goods from the time they have been delivered under A2;
- b) the seller for all costs and charges related to providing assistance in obtaining documents and information in accordance with A7(b);

B7 進口/出口通關

- a) 協助出口及過境通關，於適用時，以賣方要求、危險及費用，買方應協助賣方取得出口國及任何過境國(進口國除外)所要求的所有出口及過境通關之任何文件及或資訊，包括保安要求及裝船前檢查。
- b) 進口通關，於適用時，買方應辦理並支付進口國家所要求的所有進口通關手續，例如：
- 進口許可；
 - 進口之保安通關；
 - 裝船前檢查；及
 - 任何其他官方授權。

B8 檢查/包裝/標誌

買方就此對賣方無義務。

B9 費用劃分

買方應支付：

- a) 從已依照 A2 規定交貨開始，與貨物有關的一切費用；
- b) 賣方依 A7(b) 為取得文件或資訊而提供協助所發生的所有費用及花費；

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- A6;
- c) where applicable, duties, taxes and any other costs related to export and any transit clearance under A7(a); and
- d) the buyer for all costs and charges related to providing assistance in obtaining documents and information in accordance with B5 and B7(a).
- c) 於適用時，依 A7(a) 之稅捐及與出口通關有關之任何其他費用；及
- d) 買方為取得依據 B7(a) 文件或資訊而提供協助有關之所有費用及花費。

A10 Notices

The seller must give the buyer any notice required to enable the buyer to receive the goods.

A10 通知

賣方必須提供買方任何必要的通知，以便買方能受領貨物。

- c) where applicable, duties, taxes and any other costs related to import clearance under B7(b); and
- d) any additional costs incurred by the seller if the buyer fails to fulfil its obligations in accordance with B7 or to give notice in accordance with B10, provided that the goods have been clearly identified as the contract goods.
- c) 於適用時，支付所有與 B7(b) 過境或進口通關有關之稅捐及其他費用；
- d) 因買方未履行 B7 義務或未依 B10 為通知，賣方所發生的任何額外費用，
- 但以該貨物業已明確被確認為合約貨物為限。

B10 Notices

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

B10 通知

如經約定，買方有權決定於一約定期間之某時為遞送貨物及或於約定目的地某提貨點者，買方應就此給予賣方充分的通知。



buyer to be clear about the point at which that critical transfer happens. Secondly, the costs before that place or point of delivery/destination are for the account of the seller, including the costs of import clearance, and the costs after that place or point, other than the costs of import, are for the account of the buyer. Thirdly, the seller must contract or arrange for the carriage of the goods to the agreed place or point of delivery/destination. If it fails to do so, the seller is in breach of its obligations under the Incoterms rule DDP and will be liable to the buyer for any ensuing loss. Thus, for example, the seller would be responsible for any additional costs levied by the carrier to the buyer for any additional on-carriage.

5. **‘or procuring the goods so delivered’**—The reference to “procure” here caters for multiple sales down a chain (string sales), particularly common in the commodity trades.
6. **Unloading costs**—If the seller incurs costs under its contract of carriage related to unloading at the place of delivery/destination, the seller is not entitled to recover such costs separately from the buyer unless otherwise agreed between the parties.
7. **Export/import clearance**—As set out in paragraph 3, DDP requires the seller to clear the goods for export, where applicable, as well as for import and to pay any import duty or to carry out any customs formalities. Thus if the seller is unable to obtain import clearance and would rather leave that side of things in the buyer’s hands in the country of import, then the seller should consider choosing DAP or DPU, under which rules delivery still happens at destination, but with import clearance being left to the buyer. There may be tax implications and this tax may not be recoverable from the buyer: see A9(d).

地或點之前的費用由賣方負擔，包括進口稅捐，該地或點之後的費用，除進口費用外，由買方負擔。第三、賣方必須締結或安排將貨物運送至該交貨/目的地或點。如未能為之，賣方違反國貿條規 DDP 規則下的義務而應對買方負責任何產生的損失。因此，例如賣方應負責運送人向買方請求任何額外再運送的任何額外費用。

5. **『使貨物為如是交付』**：『使』乙字是針對多重買賣過程中(連續銷售)，特別是(雖然非排他)常見於商品交易。
6. **卸載費用**：如賣方依運送契約發生應支付於交貨/目的地的卸載費用，除當事人另有特別約定外，賣方無權就該費用單獨向買方請求。
7. **出口/進口通關**：一如第 3 點所述，DDP 條件要求賣方出口通關(如有適用)，以及進口通關並支付任何進口稅捐或安排任何海關手續。因此，如賣方未能取得進口通關，貨物將會被滯留在進口國買方端，此時賣方最好能考慮使用 DAP 或 DPU 條件，於後二者條件，仍於目的地發生交貨，但進口通關則由買方承擔。此條件可能涉及稅收影響，且該稅捐可能無法從買方處收回：見 A9(d)。

A THE SELLER’S OBLIGATIONS 賣方義務		B THE BUYER’S OBLIGATIONS 買方義務	
A1 General obligations	A1 一般義務	B1 General obligations	B1 一般義務
The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract. Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.	賣方應提供符合買賣契約之貨物及商業發票及依契約可能要求之任何其他符合性證明。 賣方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。	The buyer must pay the price of the goods as provided in the contract of sale. Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.	買方必須支付依買賣契約所規定之貨物價款。 買方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。
A2 Delivery	A2 交貨	B2 Taking delivery	B2 提貨
The seller must deliver the goods by placing them at the disposal of the buyer on the arriving means of transport ready for unloading at the agreed point, if any, at the named place of destination or by procuring the goods so delivered. In either case the seller must deliver the	賣方必須將貨物置放於所載目的地之約定地點(如有)於運送工具抵達時準備好卸載可供買方處置為交貨或使該貨物為交付。 在任一情況下，賣方應	The buyer must take delivery of the goods when they have been delivered under A2.	買方應於賣方依 A2 規定已交付之貨物為貨物之提領。

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goods on the agreed date or within the agreed period.

於所約定的日期或於約定期限內為交貨。

A3 Transfer of risks

The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstances described in B3.

A3 危險移轉

除發生 B3 所述滅失或毀損情形外，賣方必須承擔貨物滅失或毀損的一切危險，以迄已依照 A2 規定交貨為止。

B3 Transfer of risks

The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.

If:

- a) the buyer fails to fulfil its obligations in accordance with B7, then it bears all resulting risks of loss of or damage to the goods; or
- b) the buyer fails to give notice in accordance with B10, then it bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery,

provided that the goods have been clearly identifies as the contract goods.

B3 危險移轉

自依 A2 規定交貨時起，買方必須承擔貨物滅失或毀損的一切危險。

若

- a) 買方未依 B7 履行其義務，則其應負擔貨物滅失或毀損所有致生危險；或
- b) 買方未依 B10 為通知者，則其應承擔自約定交貨日或約定交貨期間終了時貨物滅失或毀損之所有危險，

但以該貨物業已明確地被確認為契約貨物者為限。

A4 Carriage

The seller must contract or arrange at its own cost for the carriage of the goods to the named place of destination or to the agreed point, if any, at 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 that best suits its purpose.

The seller must comply with any transport-related security requirements for transport to the destination.

A4 運送

賣方應自費締結或安排，從約定的交付地(如有)，或如有約定，於該地之任何點，為貨物運送之契約。如未約定特定點或依習慣而未決定者，賣方可選擇交貨點且該位於約定目的地之最適合其目的之點。

賣方應遵守任何於目的地前與運送有關保安上之需求。

B4 Carriage

The buyer has no obligation to the seller to make a contract of carriage.

A4 運送

買方沒有為賣方安排運送契約之義務。

A5 Insurance

The seller has no obligation to the buyer to make a contract of insurance.

A5 保險

賣方沒有為買方締結保險契約的義務。

B5 Insurance

The buyer has no obligation to the seller to make a contract of insurance. However, the buyer must provide the seller, at the seller's request, risk and cost, with information that the seller needs for obtaining insurance.

B5 保險

買方沒有為賣方締結保險契約的義務。但以賣方請求、危險及費用，買方應將賣方為取得保險所需之資訊，提供給賣方。

A6 Delivery/transport document

The seller must provide the buyer, at the

A6 交貨/運送單證

賣方應自費將買方可據

B6 Delivery/transport document

B6 交貨/運送單證

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seller's cost, with any document required to enable the buyer to take over the goods.

A7 Export/import clearance

Where applicable, the seller must carry out and pay for all export/ transit/ import clearance formalities required by the countries of export, transit and import, such as:

- export/transit/import licence;
- security clearance for export/transit/import;
- pre-shipment inspection; and
- any other official authorisation.

A8 Checking/packaging/markings

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) that are necessary for the purpose of delivering the goods in accordance with A2.

The seller must, at its own cost, package the goods, unless it is usual for the particular trade to transport the type of goods sold unpackaged.

The seller must package and mark the goods in the manner appropriate for their transport, unless the parties have agreed on specific packaging or marking requirements.

A9 Allocation of costs

The seller must pay:

- a) all costs relating to the goods and their transport until they have been delivered in accordance with A2, other than those payable by the buyer under B9;
- b) any charges for unloading at the place of destination but only if those charges were for the seller's account under the contract of carriage;
- c) the cost of providing the delivery/transport document under

以提領貨物所需任何文件，提供給買方。

A7 進口/出口通關

於適用時，賣方應辦理並支付出口國及任何過境國及進口國所要求的所有出口/過境/進口通關手續，例如，例如：

- 出口/過境/進口許可；
- 出口/過境/進口保安通關；
- 裝船前檢查；及
- 任何其他官方授權。

A8 檢查/包裝/標誌

賣方應支付與 A2 規定為交付貨物目的之必要檢查作業之費用(例如檢查品質、材積、重量及點數)。

除特定貿易慣例上運送該貨物類型係以未包裝方式出售外，賣方應自行負擔貨物包裝費用。

除當事人就包裝或標籤另有特別要求外，賣方應以適合運送之方式為貨物之包裝及上標籤。

A9 費用劃分

賣方應支付

- a) 至已依照 A2 規定交貨為止，與貨物有關的一切費用，但 B9 規定由買方支付的費用除外；
- b) 於目的地約定地點卸載之任何費用，但僅該費用依運送契約為賣方負擔者為限；
- c) 提供依 A6 交貨/運送文件的；

The buyer must accept the document provided under A6.

B7 Export/import clearance

Where applicable, the buyer must assist the seller, at the seller's request, risk and cost, in obtaining any documents and/or information related to all export/transit/import clearance formalities required by the countries of export/ transit/ import, such as:

- export/transit/import licence;
- security clearance for export, transit and import;
- pre-shipment inspection; and
- any other official authorisation.

B8 Checking/packaging/markings

The buyer has no obligation to the seller.

B9 Allocation of costs

The buyer must pay:

- a) all costs relating to the goods from the time they have been delivered under A2;
- b) all costs of unloading necessary to take delivery of the goods from the arriving means of transport at the named place of destination, unless such costs were for the seller's account under the

買方必須接受依 A6 規定之文件。

B7 進口/出口通關

於適用時，以賣方要求、危險及費用，買方應協助賣方取得出口/過境/進口國所要求的所有出口/過境/進口通關手續有關的任何文件及或資料，例如：

- 出口/過境/進口許可；
- 出口/過境/進口保安通關；
- 裝船前檢查；及
- 任何其他官方授權。

B8 檢查/包裝/標誌

買方就此對賣方無義務。

B9 費用劃分

買方應支付：

- a) 從已依照 A2 規定交貨開始，與貨物有關的一切費用；
- b) 於所載明的目的地從所抵達的運送工具上為提領貨物所需之所有卸貨費用，除非該費用依運送契約應由賣方負擔；



- A6;
- d) where applicable, duties, taxes and any other costs related to export, transit and import clearance under A7; and
- e) the buyer for all costs and charges related to providing assistance in obtaining documents and information in accordance with B5 and B7.
- d)於適用時，依 A7 之稅捐及與出口通關有關之任何其他費用；及
- e)買方為取得依據 B5 及 B7 文件或資訊而提供協助有關之所有費用及花費。

A10 Notices

The seller must give the buyer any notice required to enable the buyer to receive the goods.

A10 通知

賣方必須提供買方任何必要的通知，以便買方能受領貨物。

contract of carriage; and

c) any additional costs incurred by the seller if the buyer fails to fulfil its obligations in accordance with B7 or to give notice in accordance with B10, provided that the goods have been clearly identifies as the contract goods.

B10 Notices

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

及

c)因買方未履行 B7 義務或未依 B10 為通知，賣方所發生的任何額外費用，

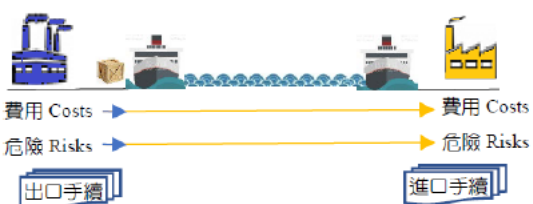
但以該貨物業已明確被確認為合約貨物為限。

B10 通知

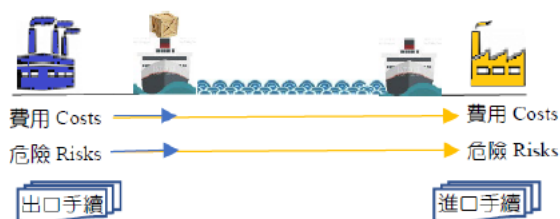
如經約定，買方有權決定於一約定期間之某時為遞送貨物及或於約定目的地某提貨點者，買方應就此給予賣方充分的通知。

國貿條規 2020 – 海上或內陸水運之規則

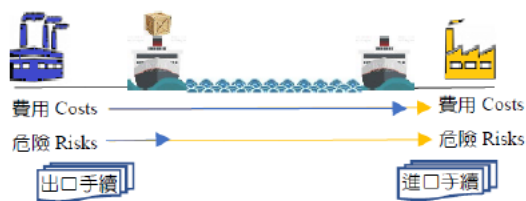
FAS Free Alongside Ship
(Insert named port of shipment)
船邊交貨(....指定裝船港)



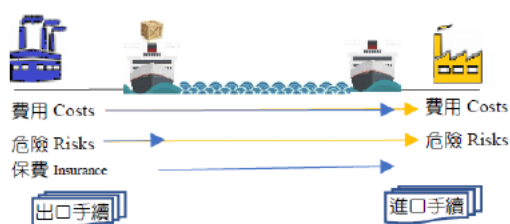
FOB Free on Board
(Insert named port of shipment)
船上交貨(....指定裝船港)



CFR Cost and Freight
(Insert named port of destination)
運費在內(....指定目的港)



CIF Cost Insurance and Freight
(Insert named port of destination)
運保費在內(....指定目的港)





FAS | Free Alongside Ship 船邊交貨條件



EXPLANATORY NOTES FOR USERS

1. **Delivery and risk**—“Free Alongside Ship” means that the seller delivers the goods to the buyer
- when the goods are placed alongside the ship (e.g. on a quay or a barge)
 - nominated by the buyer
 - at the named port of shipment
 - or when the seller procures goods already so delivered.

The risk of loss of or damage to the goods transfers when the goods are alongside the ship, and the buyer bears all costs from that moment onwards.

2. **Mode of transport**—This rule is to be used only for sea or inland waterway transport where the parties intend to deliver the goods by placing the goods alongside a vessel. Thus, the FAS rule is not appropriate where goods are handed over to the carrier before they are alongside the vessel, for example where goods are handed over to a carrier at a container terminal. Where this is the case, parties should consider using the FCA rule rather than the FAS rule.

3. **Identifying the loading point precisely**—The parties are well advised to specify as clearly as possible the loading point at the named port of shipment where the goods are to be transferred from the quay or barge to the ship, as the costs and risks to that point are for the account of the seller and these costs and associated handling charges may vary according to the practice of the port.

4. **‘or procuring the goods so delivered’**—The seller is required either to deliver the goods alongside the ship or to procure goods already so delivered for shipment. The reference to “procure” here caters for multiple sales down a chain (string sales), particularly common in the commodity trades.

給使用者的註解說明

1. **交付及危險**：“船邊交貨”條件係指賣方於以下列情況將貨物交付給買方
- 將貨物置放於船邊(例如碼頭或駁船)
 - 該船由買方指定
 - 於約定的裝載港
 - 或於賣方能使貨物為如是交貨時
- 於貨物位於船邊時，貨物滅失或毀損之危險轉給買方，買方應承擔自該時以後的所有費用。

2. **運送方式**：本規則僅使用於海上或內陸水道運送，且當事人欲將貨物置放於船邊為交貨時。因此，FAS 條件並不適用貨物於船邊前移交給運送人之情況，例如貨物於貨櫃場移交給運送人，於此情況下，當事人最好使用 FCA 規則，而非 FAS 規則。

3. **精準地確定裝載點**：建議雙方當事人能盡可能地於約定裝貨港中確認其裝載點，於該點，貨物得從碼頭或駁船移轉至船上，該點的費用及危險為賣方承擔，且因各港實務不同，這些費用及連帶作業費用會有差異。

4. **『使貨物為如是交付』**：要求賣方於船邊或於賣方能使貨物為如是交貨時為交貨。『使』字是針對多重買賣過程中(連續銷售)，特別是(雖然非排他)常見於商品交易。

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5. **Export/import clearance**—FAS requires the seller to clear the goods for export, where applicable. However, the seller has no obligation to clear the goods for import or for transit through third countries, to pay any import duty or to carry out any import customs formalities.

5. **出口/進口通關**：FAS 條件要求賣方出口通關(如有適用)。然而，賣方並無就貨物進口或經由第三國為過境時之通關義務，亦無義務支付進口稅捐或安排任何進口海關手續之義務。

A THE SELLER'S OBLIGATIONS 賣方義務		B THE BUYER'S OBLIGATIONS 買方義務	
A1 General obligations	A1 一般義務	B1 General obligations	B1 一般義務
<p>The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.</p> <p>Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>	<p>賣方應提供符合買賣契約之貨物及商業發票及依契約可能要求之任何其他符合性證明。</p> <p>賣方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。</p>	<p>The buyer must pay the price of the goods as provided in the contract of sale.</p> <p>Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>	<p>買方必須支付依買賣契約所規定之貨物價款。</p> <p>買方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。</p>
A2 Delivery	A2 交貨	B2 Taking delivery	B2 提貨
<p>The seller must deliver the goods either by placing them alongside the vessel nominated by the buyer at the loading point, if any, indicated by the buyer at the named port of shipment or by procuring the goods so delivered.</p> <p>The seller must deliver the goods</p> <ol style="list-style-type: none">1. on the agreed date or2. at the time within the agreed period notified by the buyer under B10 or,3. if no such time is notified, then at the end of the agreed period and4. in the manner customary at the port. <p>If no specific loading point has been indicated by the buyer, the seller may select the point within the named port of shipment that best suits its purpose.</p>	<p>賣方應將貨物置放於所約定裝運港由買方於裝貨點(如有)所指定之船舶之船邊為貨物之交付或使貨物為如是交貨。</p> <p>賣方應依以下交付貨物：</p> <ol style="list-style-type: none">1. 於約定日期或2. 於約定期間依買方依 B10 所通知之時間或3. 如未通知該時間，則於該期間結束時及4. 以該港的慣常方式。 <p>如買方未指定特別的裝載點，賣方可於約定裝載港中選擇最適合其目的之點。</p>	<p>The buyer must take delivery of the goods when they have been delivered under A2.</p>	<p>買方應於賣方依 A2 規定已交付之貨物為貨物之提領。</p>
A3 Transfer of risks	A3 危險移轉	B3 Transfer of risks	B3 危險移轉
<p>The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstances described in B3.</p>	<p>除發生 B3 所述滅失或毀損情形外，賣方必須承擔貨物滅失或毀損的一切危險，以迄已依照 A2 規定交貨為止。</p>	<p>The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.</p> <p>If:</p> <ol style="list-style-type: none">a) the buyer fails to give notice in accordance with B10; orb) the vessel nominated by the buyer fails to arrive on time to enable the seller to comply with A2, fails to take the goods, or closes for cargo earlier than the time notified	<p>自依 A2 規定交貨時起，買方必須承擔貨物滅失或毀損的一切危險。</p> <p>若</p> <ol style="list-style-type: none">a) 買方未依 B10 規定為通知；或b) 買方所指定的船舶未及時抵達以使賣方符合 A2、未能接收貨物、或比依 B10 通知時間更早停止接收貨物；

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A4 Carriage

The seller has no obligation to the buyer to make a contract of carriage. However, the seller must provide the buyer, at the buyer's request, risk and cost, with any information in the possession of the seller, including transport-related security requirements, that the buyer needs for arranging carriage. If agreed, the seller must contract for carriage on the usual terms at the buyer's risk and cost. The seller must comply with any transport-related security requirements up to delivery.

A5 Insurance

The seller has no obligation to the buyer to make a contract of insurance. However, the seller must provide the buyer, at the buyer's request, risk and cost, with information in possession of the seller that the buyer needs for obtaining insurance.

A6 Delivery/transport document

The seller must provide the buyer, at the seller's cost, with the usual proof that the goods have been delivered in accordance with A2. Unless such proof is a transport document, the seller must provide assistance to the buyer, at the buyer's request, risk and cost, in obtaining a transport document.

A4 運送

賣方沒有為買方締結運送契約的義務。然以買方要求、危險及費用，賣方所持有的任何資訊，包括買方為安排運送所需與運送有關的保安要求，賣方應提供給買方。如經協議，賣方應以買方危險及費用依慣常條件安排運送契約。賣方應遵守任何於交貨前與運送有關保安上之需求。

A5 保險

賣方沒有義務為買方締結保險契約。但一經買方請求，賣方應提供賣方所擁有為取得保險所需危險及費用之相關資訊。

A6 交貨/運送單證

賣方應自費提供買方貨物業依 A2 為交付之一般證明。除該證明為運送單證外，依買方要求、危險及費用，賣方應提供買方協助以便取得運送單證。

in accordance with B10; then the buyer bears all risks of loss of or damage to the goods:
(i) from the agreed date, or in the absence of an agreed date,
(ii) from the date selected by the buyer under B10, or, if no such date has been notified,
(iii) from the end of any agreed period for delivery, provided that the goods have been clearly identifies as the contract goods.

則買方應承擔下列該貨物滅失或毀損之所有危險：
(i)自約定日起或如無該約定日期，
(ii)自買方依 B10 所選擇之時間時起；或如未通知該時間，
(iii)自任何約定交貨期間終了時起，但以該貨物業已明確地被確認為契約貨物者為限。

B4 Carriage

The buyer must contract at its own cost for the carriage of the goods from the named port of shipment, except when the contract of carriage is made by the seller as provided for in A4.

B5 Insurance

The buyer has no obligation to the seller to make a contract of insurance.

B6 Delivery/transport document

The buyer must accept the proof of delivery provided under A6.

B4 運送

買方應自費締結或安排從載明的交貨地點為貨物運送之契約，但依 A4 規定由賣方安排運送契約者除外。

B5 保險

買方沒有為賣方締結保險契約的義務。

B6 交貨/運送單證

買方必須接受依 A6 規定之文件。

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A7 Export/import clearance

- a) Export clearance Where applicable, the seller must carry out and pay for all export clearance formalities required by the country of export, such as:
- export licence;
 - security clearance for export;
 - pre-shipment inspection; and
 - any other official authorisation.
- b) Assistance with import clearance Where applicable, the seller must assist the buyer, at the buyer's request, risk and cost, in obtaining any documents and/or information related to all transit/import clearance formalities, including security requirements and pre-shipment inspection, needed by any country of transit or the country of import.

A8 Checking/packaging/markings

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) that are necessary for the purpose of delivering the goods in accordance with A2.

The seller must, at its own cost, package the goods, unless it is usual for the particular trade to transport the type of goods sold unpackaged.

The seller must package and mark the goods in the manner appropriate for their transport, unless the parties have agreed on specific packaging or marking requirements.

A9 Allocation of costs

The seller must pay:

- a) all costs relating to the goods until they have been delivered in accordance with A2, other than those payable by the buyer under B9;
- b) the costs of providing the usual

A7 進口/出口通關

- a) 於適用時，賣方應辦理並支付出口國所要求的所有出口通關手續，例如：
- 出口許可
 - 出口保安通關
 - 裝船前檢查；及
 - 任何其他官方授權。
- b) 於適用時，依買方要求、危險及費用，賣方應協助買方取得過境/進口國家所要求的所有過境/進口通關之任何文件及或資訊，包括保安要求及裝船前檢查。

A8 檢查/包裝/標誌

賣方應支付與A2規定為交付貨物之目的必要檢查作業之費用(例如檢查品質、材積、重量及點數)。

除特定貿易慣例上運送該貨物類型係以未包裝方式出售外，賣方應自行負擔貨物包裝費用。

除當事人就包裝或標籤另有特別要求外，賣方應以適合運送之方式為貨物之包裝及上標籤。

A9 費用劃分

賣方應支付：

- a) 至已依照A2規定交貨為止，與貨物有關的一切費用，但B9規定由買方支付的費用除外；
- b) 提供依A6貨物業已交

B7 Export/import clearance

- a) Assistance with export clearance Where applicable, the buyer must assist the seller at the seller's request, risk and cost in obtaining any documents and/or information related to all export clearance formalities, including security requirements and pre-shipment inspection, needed by the country of export.
- b) Import clearance Where applicable, the buyer must carry out and pay for all formalities required by any country of transit and the country of import, such as:
- import licence and any licence required for transit;
 - security clearance for import and any transit;
 - pre-shipment inspection; and
 - any other official authorisation.

B8 Checking/packaging/markings

The buyer has no obligation to the seller.

B9 Allocation of costs

The buyer must pay:

- a) all costs relating to the goods from the time they have been delivered under A2, other than those payable by the seller under A9;
- b) the seller for all costs and

B7 進口/出口通關

a) 於適用時，以賣方要求、危險及費用，買方應協助賣方取得出口國家所要求的所有出口通關之任何文件及或資訊，包括保安要求及裝船前檢查。

b) 於適用時，買方應辦理並支付進口國家所要求的所有進口通關手續，例如：

- 進口許可及任何過境所需許可；
- 進口及任何過境之保安通關
- 裝船前檢查；及
- 任何其他官方授權。

B8 檢查/包裝/標誌

買方就此對賣方無義務。

B9 費用劃分

買方應支付：

- a) 從已依照A2規定交貨開始，與貨物有關的一切費用，但B9規定由賣方支付的費用除外；
- b) 賣方依A4、A5、A6

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| <p>proof to the buyer under A6 that the goods have been delivered;</p> <p>c) where applicable, duties, taxes and any other costs related to export clearance under A7(a); and</p> <p>d) the buyer for all costs and charges related to providing assistance in obtaining documents and information in accordance with B7(a).</p> | <p>付的一般證明給買方的費用；</p> <p>c)於適用時，依 A7(a)之稅捐及與出口通關有關任何其他費用；及</p> <p>d)買方為取得依據 B7(a)文件或資訊而提供協助有關之所有費用及花費。</p> | <p>charges related to providing assistance in obtaining documents and information in accordance with A4, A5, A6 and A7(b);</p> <p>c) where applicable, duties, taxes and any other costs related to transit or import clearance under B7(b); and</p> <p>d) any additional costs incurred, either because:</p> <p>(i) the buyer has failed to give notice under B10, or</p> <p>(ii) the vessel nominated by the buyer under B10 fails to arrive on time, fails to take the goods, or closes for cargo earlier than the time notified in accordance with B10,</p> <p>provided that the goods have been clearly identifies as the contract goods.</p> | <p>或 A7(b)提供協助或資料所發生的所有費用及花費；</p> <p>c)於適用時，支付所有與 B7(b)過境或進口通關有關之稅捐及其他費用；</p> <p>d)因下列情況所發生的任何額外費用：</p> <p>(i)買方未依 B10 為通知，或</p> <p>(ii)買方依 B10 所指定的船舶未能及時抵達、未能接收貨物、或比依 B10 通知時間更早停止接收貨物，</p> <p>但以該貨物業已明確被確認為合約貨物為限。</p> |
|--|---|--|---|

A10 Notices

The seller must give the buyer sufficient notice either that the goods have been delivered in accordance with A2 or that the vessel has failed to take delivery of the goods within the time agreed.

A10 通知

賣方應將貨物已依照 A2 規定交付，或船舶未能在約定的時間內提取貨物之訊息充分告知買方。

B10 Notices

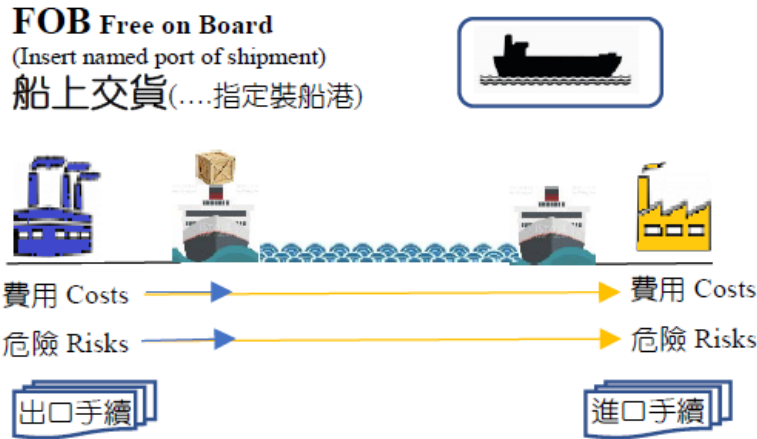
The buyer must give the seller sufficient notice of any transport related security requirements, the vessel name, loading point and, if any, the selected delivery date within the agreed period.

B10 通知

買方應將與運送有關的保安要求、船舶名稱、裝載地及如有，於約定期間內所擇定的交付日期等，充分告知賣方。



FOB | Free On Board 船上交貨條件



EXPLANATORY NOTES FOR USERS

- 1. Delivery and risk**—“Free on Board” means that the seller delivers the goods to the buyer
 - on board the vessel
 - nominated by the buyer
 - at the named port of shipment
 - or procures the goods already so delivered.The risk of loss of or damage to the goods transfers when the goods are on board the vessel, and the buyer bears all costs from that moment onwards.
- 2. Mode of transport**—This rule is to be used only for sea or inland waterway transport where the parties intend to deliver the goods by placing the goods on board a vessel. Thus, the FOB rule is not appropriate where goods are handed over to the carrier before they are on board the vessel, for example where goods are handed over to a carrier at a container terminal. Where this is the case, parties should consider using the FCA rule rather than the FOB rule.
- 3. ‘or procuring the goods so delivered’**—The seller is required either to deliver the goods on board the vessel or to procure goods already so delivered for shipment. The reference to “procure” here caters for multiple sales down a chain (string sales), particularly common in the commodity trades.
- 4. Export/import clearance**—FOB requires the seller to clear the goods for export, where applicable. However, the seller has no obligation to clear the goods for import or for transit through third countries, to pay any import duty or to carry out any import customs formalities.

給使用者的註解說明

- 1. 交付及危險：**“船上交貨”條件係指賣方於以下列情況將貨物交付給買方
 - 貨物裝載上船
 - 該船由買方指定
 - 於約定的裝載港
 - 或於賣方能使貨物為如是交貨時於貨物裝載上船時，貨物滅失或毀損之危險移轉給買方，買方應承擔自該時以後的所有費用。
- 2. 運送方式：**本規則僅使用於海上或內陸水道運送，且當事人欲將貨物置放於船上為交貨時。因此，FOB 條件並不適用貨物於裝載上船前移交給運送人之情況，例如貨物於貨櫃場移交給院送人。於此情況下，當事人最好使用 FCA 規則，而非 FOB 規則。
- 3. 『使貨物為如是交付』：**要求賣方於船上或於賣方能使貨物為如是交貨時為交貨。『使』乙字是針對多重買賣過程中(連續銷售)，特別是(雖然非排他)常見於商品交易。
- 4. 出口/進口通關：**FOB 條件要求賣方出口通關(如有適用)。然而，賣方並無就貨物進口或經由第三國為過境時之通關義務，亦無義務支付進口稅捐或安排任何進口海關手續之義務。

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A THE SELLER'S OBLIGATIONS 賣方義務

B THE BUYER'S OBLIGATIONS 買方義務

A1 General obligations

The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.

Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.

A2 Delivery

The seller must deliver the goods either by placing them on board the vessel nominated by the buyer at the loading point, if any, indicated by the buyer at the named port of shipment or by procuring the goods so delivered.

The seller must deliver the goods

1. on the agreed date or
2. at the time within the agreed period notified by the buyer under B10 or,
3. if no such time is notified, then at the end of the agreed period and
4. in the manner customary at the port.

If no specific loading point has been indicated by the buyer, the seller may select the point within the named port of shipment that best suits its purpose.

A3 Transfer of risks

The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstances described in B3.

A1 一般義務

賣方應提供符合買賣契約之貨物及商業發票及依契約可能要求之任何其他符合性證明。

賣方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。

A2 交貨

賣方應將貨物置放於買方所指定的船舶上或使貨物為如是交貨，於裝貨點(如有)所指定的船舶為貨物之交付。

賣方應依以下交付貨物：

1. 於約定日期或
2. 於約定期間依買方依 B10 所通知之時間或
3. 如未通知該時間，則於該期間結束時及
4. 以該港的慣常方式。

如買方未指定特別的裝載點，賣方可於載明裝載港中選擇最適合其目的之點。

A3 危險移轉

除發生 B3 所述滅失或毀損情形外，賣方必須承擔貨物滅失或毀損的一切危險，以迄已依照 A2 規定交貨為止。

B1 General obligations

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

Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.

B2 Taking delivery

The buyer must take delivery of the goods when they have been delivered under A2.

B3 Transfer of risks

The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.

If:

- a) the buyer fails to give notice in accordance with B10; or
- b) the vessel nominated by the buyer fails to arrive on time to enable the seller to comply with A2, fails to take the goods, or closes for cargo earlier than the time notified in accordance with B10;

then the buyer bears all risks of loss of or damage to

B1 一般義務

買方必須支付依買賣契約所規定之貨物價款。

買方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。

B2 提貨

買方應於賣方依 A2 規定已交付之貨物為貨物之提領。

B3 危險移轉

自依 A2 規定交貨時起，買方必須承擔貨物滅失或毀損的一切危險。

若

- a) 買方未依 B10 規定為通知；或
- b) 買方所指定的船舶未能及時抵達以使賣方符合 A2、未能接收貨物、或比依 B10 通知時間更早停止接收貨物；

則買方應承擔下列該貨物滅失或毀損

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		the goods: (i) from the agreed date, or in the absence of an agreed date, (ii) from the date selected by the buyer under B10, or, if no such date has been notified, (iii) from the end of any agreed period for delivery, provided that the goods have been clearly identified as the contract goods.	之所有危險： (i)自約定日起或如無該約定日期， (ii)自買方依 B10 所選擇之時間時起；或如未通知該時間， (iii)自任何約定交貨期間終了時起， 但以該貨物業已明確地被確認為契約貨物者為限。
A4 Carriage The seller has no obligation to the buyer to make a contract of carriage. However, the seller must provide the buyer, at the buyer's request, risk and cost, with any information in the possession of the seller, including transport-related security requirements, that the buyer needs for arranging carriage. If agreed, the seller must contract for carriage on the usual terms at the buyer's risk and cost. The seller must comply with any transport-related security requirements up to delivery.	A4 運送 賣方沒有為買方締結運送契約的義務。然而，以買方要求、危險及費用，賣方所持有的任何資訊，包括買方為安排運送所需與運送有關的保安要求，賣方應提供給買方。如經約定，賣方應以買方危險及費用依慣常條件安排運送契約。賣方應遵守任何於交貨前與運送有關保安上之需求。	B4 Carriage The buyer must contract at its own cost for the carriage of the goods from the named port of shipment, except when the contract of carriage is made by the seller as provided for in A4.	B4 運送 買方應自費締結或安排從載明的交貨地點為貨物運送之契約，但依 A4 規定由賣方安排運送契約者除外。
A5 Insurance The seller has no obligation to the buyer to make a contract of insurance. However, the seller must provide the buyer, at the buyer's request, risk and cost, with information in the possession of the seller that the buyer needs for obtaining insurance.	A5 保險 賣方沒有義務為買方締結保險契約。但一經買方請求，賣方應提供賣方所擁有為取得保險所需危險及費用之相關資訊。	B5 Insurance The buyer has no obligation to the seller to make a contract of insurance.	B5 保險 買方沒有為賣方締結保險契約的義務。
A6 Delivery/transport document The seller must provide the buyer, at the seller's cost, with the usual proof that the goods have been delivered in accordance with A2. Unless such proof is a transport document, the seller must provide assistance to the buyer, at the buyer's request, risk and cost, in obtaining a transport document.	A6 交貨/運送單證 賣方應自費提供買方貨物業依 A2 為交付之一般證明。 除該證明為運送單證外，依買方要求、危險及費用，賣方應提供買方協助以取得運送單證。	B6 Delivery/transport document The buyer must accept the proof of delivery provided under A6.	B6 交貨/運送單證 買方必須接受依 A6 規定之文件。

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A7 Export/import clearance

- a) Export clearance Where applicable, the seller must carry out and pay for all export clearance formalities required by the country of export, such as:
- export licence;
 - security clearance for export;
 - pre-shipment inspection; and
 - any other official authorisation.
- b) Assistance with import clearance Where applicable, the seller must assist the buyer, at the buyer's request, risk and cost, in obtaining any documents and/or information related to all transit/import clearance formalities, including security requirements and pre-shipment inspection, needed by any country of transit or the country of import.

A7 進口/出口通關

- a)於適用時，賣方應辦理並支付出口國所要求的所有出口通關手續，例如：
- 出口許可
 - 出口保安通關
 - 裝船前檢查；及
 - 任何其他官方授權。
- b)於適用時，以買方要求、危險及費用，賣方應協助買方取得過境/進口國家所要求的所有過境/進口通關之任何文件及或資訊，包括保安要求及裝船前檢查。

B7 Export/import clearance

- a) Assistance with export clearance Where applicable, the buyer must assist the seller at the seller's request, risk and cost in obtaining any documents and/or information related to all export clearance formalities, including security requirements and pre-shipment inspection, needed by the country of export.
- b) Import clearance Where applicable, the buyer must carry out and pay for all formalities required by any country of transit and the country of import, such as:
- import licence and any licence required for transit;
 - security clearance for import and any transit;
 - pre-shipment inspection; and
 - any other official authorisation.

B7 進口/出口通關

- a)於適用時，以賣方要求、危險及費用，買方應協助賣方取得出口國家所要求的所有出口通關之任何文件及或資訊，包括保安要求及裝船前檢查。
- b)於適用時，買方應辦理並支付進口國家所要求的所有進口通關手續，例如：
- 進口許可及任何過境所需之許可；
 - 進口及任何過境之保安通關
 - 裝船前檢查；及
 - 任何其他官方授權。

A8 Checking/packaging/marketing

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) that are necessary for the purpose of delivering the goods in accordance with A2.

The seller must, at its own cost, package the goods, unless it is usual for the particular trade to transport the type of goods sold unpackaged.

The seller must package and mark the goods in the manner appropriate for their transport, unless the parties have agreed on specific packaging or marking requirements.

A8 檢查/包裝/標誌

賣方應支付與 A2 規定為交付貨物目的之必要檢查作業的費用(例如檢查品質、材積、重量及點數)。

除特定貿易慣例上運送該貨物類型係以未包裝方式出售外，賣方應自行負擔貨物包裝費用。

除當事人就包裝或標籤另有特別要求外，賣方應以適合運送之方式為貨物之包裝及上標籤。

B8 Checking/packaging/marketing

The buyer has no obligation to the seller.

B8 檢查/包裝/標誌

買方就此對賣方無義務。

A9 Allocation of costs

The seller must pay:

- a) all costs relating to the goods until they have been delivered in accordance with A2, other than those payable by the buyer under B9;

A9 費用劃分

賣方應支付：

- a) 至已依照 A2 規定交貨為止，與貨物有關的一切費用，但 B9 規定由買方支付的費用除

B9 Allocation of costs

The buyer must pay:

- a) all costs relating to the goods from the time they have been delivered under A2, other than those

B9 費用劃分

買方應支付：

- a) 從已依照 A2 規定交貨開始，與貨物有關的一切費用，但 B9 規定由賣方支付

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<p>b) proof to the buyer under A6 that the goods have been delivered;</p> <p>c) where applicable, duties, taxes and any other costs related to export clearance under A7(a); and</p> <p>d) the buyer for all costs and charges related to providing assistance in obtaining documents and information in accordance with B7(a).</p>	<p>外；</p> <p>b)提供依 A6 貨物業已交付的一般證明給買方的費用；</p> <p>c)於適用時，依 A7(a)之稅捐及與出口通關有關之任何其他費用；及</p> <p>d)買方為取得依據 B7(a)文件或資訊而提供協助有關之所有費用及花費。</p>	<p>payable by the seller under A9;</p> <p>b) the seller for all costs and charges related to providing assistance in obtaining documents and information in accordance with A4, A5, A6 and A7(b);</p> <p>c) where applicable, duties, taxes and any other costs related to transit or import clearance under B7(b); and</p> <p>d) any additional costs incurred, either because:</p> <p>(i) the buyer has failed to give notice under B10, or</p> <p>(ii) the vessel nominated by the buyer under B10 fails to arrive on time, fails to take the goods, or closes for cargo earlier than the time notified in accordance with B10,</p> <p>provided that the goods have been clearly identified as the contract goods.</p>	<p>的費用除外；</p> <p>b)賣方依 A4、A5、A6 或 A7(b)提供協助或資料所發生的所有費用及花費；</p> <p>c)於適用時，支付所有與 B7(b)過境或進口通關有關之稅捐及其他費用；</p> <p>d)因下列情況所發生的任何額外費用：</p> <p>(i)買方未依 B10 為通知，或</p> <p>(ii)買方依 B10 所指定的船舶未能及時抵達、未能接收貨物、或比依 B10 通知時間更早停止接收貨物，</p> <p>但以該貨物業已明確被確認為合約貨物為限。</p>
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A10 Notices

The seller must give the buyer sufficient notice either that the goods have been delivered in accordance with A2 or that the vessel has failed to take the goods within the time agreed.

A10 通知

賣方應將貨物已依照 A2 規定交付，或船舶未能在約定的時間內提取貨物的訊息充分告知買方。

B10 Notices

The buyer must give the seller sufficient notice of any transport related security requirements, the vessel name, loading point and, if any, the selected delivery date within the agreed period.

B10 通知

買方應將與運送有關的保安要求、船舶名稱、裝載地及如有，於約定期間內所擇定的交付日期等，充分告知賣方。



CFR | Cost and Freight 運費在內條件



EXPLANATORY NOTES FOR USERS

- Delivery and risk**—“Cost and Freight” means that the seller delivers the goods to the buyer
 - on board the vessel
 - or procures the goods already so delivered.The risk of loss of or damage to the goods transfers when the goods are on board the vessel, such that the seller is taken to have performed its obligation to deliver the goods whether or not the goods actually arrive at their destination in sound condition, in the stated quantity or, indeed, at all. In CFR, the seller owes no obligation to the buyer to purchase insurance cover: the buyer would be well-advised therefore to purchase some cover for itself.
- Mode of transport**—This rule is to be used only for sea or inland waterway transport. Where more than one mode of transport is to be used, which will commonly be the case where goods are handed over to a carrier at a container terminal, the appropriate rule to use is CPT rather than CFR.
- ‘or procuring the goods so delivered’**—The reference to “procure” here caters for multiple sales down a chain (string sales), particularly common in the commodity trades.
- Ports of delivery and destination**—In CFR, two ports are important: the port where the goods are delivered on board the vessel and the port agreed as the destination of the goods. Risk transfers from seller to buyer when the goods are delivered to the buyer by placing them on board the vessel at the shipment port or by procuring the goods already so delivered. However, the seller must contract for the carriage of the goods from delivery to the agreed destination. Thus, for example, goods are placed on board a vessel in Shanghai (which is a port) for carriage to Southampton (also a port). Delivery here happens when the goods are on board in Shanghai, with risk transferring to the buyer at that time; and the seller must make a contract of carriage from

給使用者的註解說明

- 交付及危險**：“運費在內”條件係指賣方於以下列情況將貨物交付給買方
 - 貨物裝載上船
 - 或於賣方能使貨物為如是交貨時於貨物裝載上船時，貨物滅失或毀損之危險即行移轉，此時賣方已被視為履行其交貨義務，無論貨物是否以完好狀況且以所記載的數量實際地且完整地抵達其目的地。於 CFR 條件，賣方無替買方承擔購買保險之義務：建議買方應自行購買若干保險。
- 運送方式**：本規則僅使用於海上或內陸水道運送。如使用超過一種運送方式時，由於此情況下通常會將貨物於貨櫃場移交給運送人，此情況最好使用 CPT 規則，而非 CFR 規則。
- 『使貨物為如是交付』**：『使』乙字是針對多重買賣過程中(連續銷售)，特別是(雖然非排他)常見於商品交易。
- 交貨港及目的港**：於 CFR 條件，有二港口很重要：貨物裝載上船的港口，以及貨物目的地之約定港口。當貨物於裝載港裝載上船或使貨物為如是交貨時，危險從賣方移轉給買方。因此，例如貨物於上海港裝載上船(為港口)並運往英國南安普敦(亦為港口)，交貨發生於貨物於上海港裝載上船，危險於同一時間移轉給買方，賣方必須締結從上海至南安普敦的運送契約。

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Shanghai to Southampton.

5. **Must the shipment port be named?**—While the contract will always specify a destination port, it might not specify the port of shipment, which is where risk transfers to the buyer. If the shipment port is of particular interest to the buyer, as it may be, for example, where the buyer wishes to ascertain that the freight element of the price is reasonable, the parties are well advised to identify it as precisely as possible in the contract.
6. **Identifying the destination point at the discharge port**—The parties are well advised to identify as precisely as possible the point at the named port of destination, as the costs to that point are for the account of the seller. The seller must make a contract or contracts of carriage that cover(s) the transit of the goods from delivery to the named port or to the agreed point within that port where such a point has been agreed in the contract of sale.
7. **Multiple carriers**—It is possible that carriage is effected through several carriers for different legs of the sea transport, for example, first by a carrier operating a feeder vessel from Hong Kong to Shanghai, and then onto an ocean vessel from Shanghai to Southampton. The question which arises here is whether risk transfers from seller to buyer at Hong Kong or at Shanghai: where does delivery take place? The parties may well have agreed this in the sale contract itself. Where, however, there is no such agreement, the default position is that risk transfers when the goods have been delivered to the first carrier, i.e. Hong Kong, thus increasing the period during which the buyer incurs the risk of loss or damage. Should the parties wish the risk to transfer at a later stage (here, Shanghai) they need to specify this in their contract of sale.
8. **Unloading costs**—If the seller incurs costs under its contract of carriage related to unloading at the specified point at the port of destination, the seller is not entitled to recover such costs separately from the buyer unless otherwise agreed between the parties.
9. **Export/import clearance**—CFR requires the seller to clear the goods for export, where applicable. However, the seller has no obligation to clear the goods for import or for transit through third countries, to pay any import duty or to carry out any import customs formalities.
5. **裝貨港是否必須約定**：契約通常會指定目的港，但可能不會指定危險移轉給買方的裝貨港。如裝貨港對買方具有特殊利害關係，例如買方希望確定貨價的運費因素是否合理，建議契約當事人應於契約中儘可能精準地予以指定裝貨港。
6. **確定卸貨港的目的點**：建議契約當事人應儘可能地確認約定目的港之交貨點，因為至該點的費用由賣方負擔。買方必須締結一或數運送契約以涵蓋貨物從交貨至約定港或至於該港的約定點(如該點業於買賣契約中予以約定)。
7. **數運送人**：運送有可能因不同的海上階段而透過數運送人進行，例如，首先由一區間船運送人將貨物從香港運至上海港，然後透過海船從上海港運往英國南安普敦。問題發生於危險何時由賣方移轉給買方，是香港或上海？契約當事人或於買賣契約上對此會有明確約定。但當無如是約定時，危險移轉的默認點為貨物交付給第一運送人時，亦即香港，因此買方必須承擔所增加的期間的滅失或毀損危險。如契約當事人希望將危險移轉點置放於較後階段(例如上海港)，其必須在買賣契約中予以明訂。
8. **卸載費用**：如買方依運送契約就有關目的港特定點的卸載發生費用，除當事人另有特別約定外，賣方無權就該費用單獨向買方請求。
9. **出口/進口通關**：CFR 條件要求賣方出口通關(如有適用)。然而，賣方並無就貨物進口或經由第三國為過境時之通關義務，亦無義務支付進口稅捐或安排任何進口海關手續之義務。

A THE SELLER'S OBLIGATIONS 賣方義務

B THE BUYER'S OBLIGATIONS 買方義務

A1 General obligations

A1 一般義務

The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract. Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.

賣方應提供符合買賣契約之貨物及商業發票及依契約可能要求之任何其他符合性證明。
賣方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。

B1 General obligations

B1 一般義務

The buyer must pay the price of the goods as provided in the contract of sale. Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.

買方必須支付依買賣契約所規定之貨物價款。
買方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。

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A2 Delivery

The seller must deliver the goods either by placing them on board the vessel or by procuring the goods so delivered. In either case, the seller must deliver the goods on the agreed date or within the agreed period and in the manner customary at the port.

A3 Transfer of risks

The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstance described in B3.

A4 Carriage

The seller must contract or procure a contract for the carriage of the goods from the agreed point of delivery, if any, at the place of delivery to the named port of destination or, if agreed, any point at that port. The contract of carriage must be made on usual terms at the seller's cost and provide for carriage by the usual route in a vessel of the type normally used for the transport of the type of goods sold.

The seller must comply with any transport-related security requirements for transport to the destination.

A5 Insurance

The seller has no obligation to the buyer to make a contract of insurance. However, the seller must provide the buyer, at the buyer's request, risk and cost, with information in the possession of the seller that the buyer needs for obtaining insurance.

A2 交貨

賣方必須將貨物置放於船上或使該貨物為交付。在任一情況下，賣方應於所約定的日期或於約定期限內及以該港的習慣方式為交貨。

A3 危險移轉

除發生 B3 所述滅失或毀損情形外，賣方必須承擔貨物滅失或毀損的一切危險，以迄已依照 A2 規定交貨為止。

A4 運送

賣方應締結或安排，從約定的交付地(如有)，或如有約定，於該地之任何點，為貨物運送之契約。該運送契約應以賣方費用依慣常條件為安排且約定以該出售貨物類型一般所使用的運送方式的習慣方式為一般航路之運送。

賣方應遵守任何於目的地前與運送有關保安上之需求。

A5 保險

賣方沒有義務為買方締結保險契約。但一經買方請求，賣方應提供賣方所擁有為取得保險所需危險及費用之相關資訊。

B2 Taking delivery

The buyer must take delivery of the goods when they have been delivered under A2 and receive them from the carrier at the named port of destination.

B3 Transfer of risks

The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.

If the buyer fails to give notice in accordance with B10, then it bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for shipment, provided that the goods have been clearly identified as the contract goods.

B4 Carriage

The buyer has no obligation to the seller to make a contract of carriage.

B5 Insurance

The buyer has no obligation to the seller to make a contract of insurance.

B2 提貨

買方應於賣方依 A2 規定已交付之貨物提領貨物，且於約定目的港自運送人為貨物之受領。

B3 危險移轉

自依 A2 規定交貨時起，買方必須承擔貨物滅失或毀損的一切危險。

買方未依 B10 規定為通知，則買方應承擔自約定日起或自任何約定交貨期間終了之時起該貨物滅失或毀損之所有危險，但以該貨物業已明確地被確認為契約貨物者為限。

B4 運送

買方沒有為賣方安排運送契約之義務。

B5 保險

買方沒有為賣方締結保險契約的義務。

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A6 Delivery/transport document

The seller must, at its own cost, provide the buyer with the usual transport document for the agreed port of destination.

This transport 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 or by notification to the carrier.

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

A7 Export/import clearance

a) Export clearance Where applicable, the seller must carry out and pay for all export clearance formalities required by the country of export, such as:

- export licence;
- security clearance for export;
- pre-shipment inspection; and
- any other official authorisation.

b) Assistance with import clearance Where applicable, the seller must assist the buyer, at the buyer's request, risk and cost, in obtaining any documents and/or information related to all transit/import clearance formalities, including security requirements and pre-shipment inspection, needed by any country of transit or the country of import.

A8 Checking/packaging/markings

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

A6 交貨/運送單證

賣方應自費向買方提供約定目的港的一般運送單證。

運送單證應涵蓋契約貨物，其日期應於所約定的裝運期限內。如依約定或依慣例，該單證必須能使買方於所記載的目的地向運送人請求貨物且能使買方能透過該單證轉讓或以通知運送人方式將過境中的貨物出售給後續的買方。如該運送單證係以可背書轉讓方式為簽發且簽發數正本者，全套正本應提交買方。

A7 進口/出口通關

a) 於適用時，賣方應辦理並支付出口國所要求的所有出口通關手續，例如：

- 出口許可
- 出口保安通關
- 裝船前檢查；及
- 任何其他官方授權。

b) 於適用時，以買方要求、危險及費用，賣方應協助買方取得過境/進口國家所要求的所有過境/進口通關之任何文件及或資訊，包括保安要求及裝船前檢查。

A8 檢查/包裝/標誌

賣方應支付與A2規定為交付貨物目的之必要檢查作業的費用(例如檢查品質、材積、重量及點數)。

B6 Delivery/transport document

The buyer must accept the transport document provided under A6 if it is in conformity with the contract.

B7 Export/import clearance

a) Assistance with export clearance Where applicable, the buyer must assist the seller at the seller's request, risk and cost in obtaining any documents and/or information related to all export clearance formalities, including security requirements and pre-shipment inspection, needed by the country of export.

b) Import clearance Where applicable, the buyer must carry out and pay for all formalities required by any country of transit and the country of import, such as:

- import licence and any licence required for transit;
- security clearance for import and any transit;
- pre-shipment inspection; and
- any other official authorisation.

B8 Checking/packaging/ markings

The buyer has no obligation to the seller.

A6 交貨/運送單證

如依 A6 所提供的運送單證符合本契約，買方即應予以接受。

B7 進口/出口通關

a) 於適用時，以賣方要求、危險及費用，買方應協助賣方取得出口國家所要求的所有出口通關之任何文件及或資訊，包括保安要求及裝船前檢查。

b) 於適用時，買方應辦理並支付進口國家所要求的所有進口通關手續，例如：

- 進口許可及任何過境所需許可；
- 進口及任何過境之保安通關
- 裝船前檢查；及
- 任何其他官方授權。

B8 檢查/包裝/標誌

買方就此對賣方無義務。



with A2.

The seller must, at its own cost, package the goods, unless it is usual for the particular trade to transport the type of goods sold unpackaged.

The seller must package and mark the goods in the manner appropriate for their transport, unless the parties have agreed on specific packaging or marking requirements.

A9 Allocation of costs

The seller must pay:

- a) all costs relating to the goods until they have been delivered in accordance with A2, other than those payable by the buyer under B9;
- b) the freight and all other costs resulting from A4, including the costs of loading the goods on board and transport-related security costs;
- c) any charges for unloading at the agreed port of discharge that were for the seller's account under the contract of carriage;
- d) the costs of transit that were for the seller's account under the contract of carriage;
- e) the costs of providing the usual proof to the buyer under A6 that the goods have been delivered;
- f) where applicable, duties, taxes and any other costs related to export clearance under A7(a); and
- g) the buyer for all costs and charges related to providing assistance in obtaining documents and information in accordance with B7(a).

A10 Notices

The seller must notify the buyer that the goods have been delivered in accordance with A2.

The seller must give the buyer any notice required to enable the buyer to receive the goods.

除特定貿易慣例上運送該貨物類型係以未包裝方式出售外，賣方應自行負擔貨物包裝費用。

除當事人就包裝或標籤另有特別要求外，賣方應以適合運送之方式為貨物之包裝及上標籤。

A9 費用劃分

賣方應支付

- a) 至已依照 A2 規定交貨為止，與貨物有關的一切費用，但 B9 規定由買方支付的費用除外；
- b) 自 A4 所發生之運費及所有其他費用，包括貨物裝船費用及與運送保安有關之費用；
- c) 於目的地約定卸貨港卸載之任何費用，但僅該費用依運送契約為賣方負擔者為限；
- d) 依運送契約應由賣方負擔之過境費用；
- e) 提供依 A6 貨物業已交付的一般證明給買方的費用；
- f) 於適用時，依 A7(a) 之稅捐及與出口通關有關之任何其他費用；及
- g) 買方為取得依據 B7(a) 文件或資訊而提供協助有關之所有費用及花費。

A10 通知

賣方應將貨物已依照 A2 規定為交付通知買方。

賣方應提供能使買方接收貨物所需之任何通知。

B9 Allocation of costs

The buyer must pay:

- a) all costs relating to the goods from the time they have been delivered under A2, other than those payable by the seller under A9;
- b) the costs of transit, unless such costs were for the seller's account under the contract of carriage;
- c) unloading costs including lighterage and wharfage charges, unless such costs and charges were for the seller's account under the contract of carriage;
- d) the seller for all costs and charges related to providing assistance in obtaining documents and information in accordance with A5 and A7(b);
- e) where applicable, duties, taxes and any other costs related to transit or import clearance under B7(b); and
- f) any additional costs incurred if it fails to give notice in accordance with B10, from the agreed date or the end of the agreed period for shipment, provided that the goods have been clearly identified as the contract goods.

B10 Notices

The buyer must, whenever it is agreed that the buyer is entitled to determine the time for shipping the goods and/or the point of receiving the goods within the named port of destination, give the seller sufficient notice.

B9 費用劃分

買方應支付：

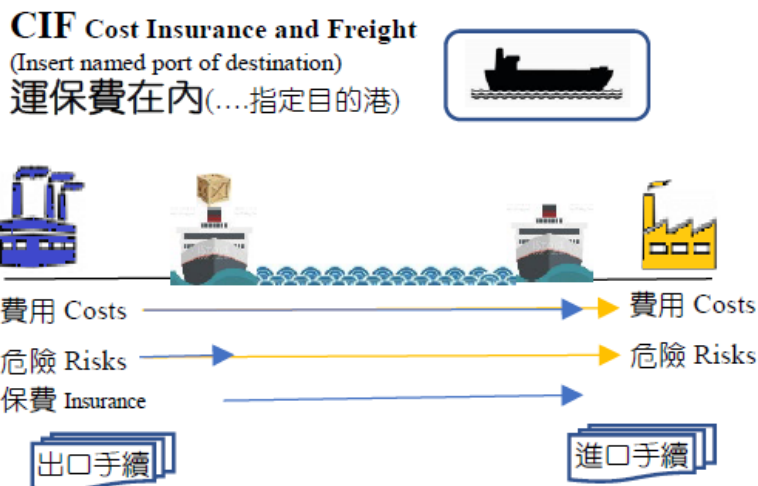
- a) 從已依照 A2 規定交貨開始，與貨物有關的一切費用，但 A9 規定由賣方支付的費用除外；
- b) 過境費用，除非該費用依運送契約應由賣方負擔；
- c) 卸貨費用，包括駁船及碼頭費用，除非該費用依運送契約應由賣方負擔；
- d) 賣方依 A5 及 A7(b) 為取得文件或資訊而提供協助所發生的所有費用及花費；
- e) 於適用時，支付所有與 B7(b) 過境或進口通關有關之稅捐及其他費用；
- f) 因未依 B10 為通知，自約定日或約定裝運期間終了日起所發生之任何額外費用，但以該貨物業已明確被確認為合約貨物為限。

B10 通知

於約定買方有權決定船運貨物的時間及或於約定目的港接收貨物的地點時，買方應給予賣方充分通知。



CIF | Cost Insurance and Freight 運保費在內條件



EXPLANATORY NOTES FOR USERS

- Delivery and risk**—“Cost Insurance and Freight” means that the seller delivers the goods to the buyer
 - on board the vessel
 - or procures the goods already so delivered.The risk of loss of or damage to the goods transfers when the goods are on board the vessel, such that the seller is taken to have performed its obligation to deliver the goods whether or not the goods actually arrive at their destination in sound condition, in the stated quantity or, indeed, at all.
- Mode of transport**—This rule is to be used only for sea or inland waterway transport. Where more than one mode of transport is to be used, which will commonly be the case where goods are handed over to a carrier at a container terminal, the appropriate rule to use is CIP rather than CIF.
- ‘or procuring the goods so delivered’**—The reference to “procure” here caters for multiple sales down a chain (string sales), particularly common in the commodity trades.
- Ports of delivery and destination**—In CIF, two ports are important: the port where the goods are delivered on board the vessel and the port agreed as the destination of the goods. Risk transfers from seller to buyer when the goods are delivered to the buyer by placing them on board the vessel at the shipment port or by procuring the goods already so delivered. However, the seller must contract for the carriage of the goods from delivery to the agreed destination. Thus, for example, goods are placed on board a vessel in Shanghai (which is a port) for carriage to Southampton (also a port). Delivery here happens when the goods are on board in Shanghai, with risk transferring to the buyer at that time; and the seller must make a contract of carriage from Shanghai to Southampton.

給使用者的註解說明

- 交付及危險**：“運保費在內”條件係指賣方於以下列情況將貨物交付給買方
 - 貨物裝載上船
 - 或於賣方能使貨物為如是交貨時於貨物裝載上船時，貨物滅失或毀損之危險即行移轉，此時賣方已被視為履行其交貨義務，無論貨物是否以完好狀況且以所載明的數量實際地且完整地抵達其目的地。
- 運送方式**：本規則僅使用於海上或內陸水道運送。如使用超過一種運送方式時，由於此情況下通常會將貨物於貨櫃場移交給運送人，此最好使用 CIP 規則，而非 CIF 規則。
- 『使貨物為如是交付』**：『使』乙字是針對多重買賣過程中(連續銷售)，特別是(雖然非排他)常見於商品交易。
- 交貨港及目的港**：於 CIF 條件，有二港口很重要：貨物裝載上船的港口，以及貨物目的地之約定港口。當貨物於裝載港裝載上船或使貨物為如是交貨時，危險從賣方移轉給買方。因此，例如貨物於上海港裝載上船(為港口)並運往英國南安普敦(亦為港口)，交貨發生於貨物於上海港裝載上船，危險於同一時間移轉給買方，賣方必須締結從上海港至英國南安普敦的運送契約。

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5. **Must the shipment port be named?**—While the contract will always specify a destination port, it might not specify the port of shipment, which is where risk transfers to the buyer. If the shipment port is of particular interest to the buyer, as it may be, for example, where the buyer wishes to ascertain that the freight or the insurance element of the price is reasonable, the parties are well advised to identify it as precisely as possible in the contract.
6. **Identifying the destination point at the discharge port**—The parties are well advised to identify as precisely as possible the point at the named port of destination, as the costs to that point are for the account of the seller. The seller must make a contract or contracts of carriage that cover the transit of the goods from delivery to the named port or to the agreed point within that port where such a point has been agreed in the contract of sale.
7. **Multiple carriers**—It is possible that carriage is effected through several carriers for different legs of the sea transport, for example, first by a carrier operating a feeder vessel from Hong Kong to Shanghai, and then onto an ocean vessel from Shanghai to Southampton. The question which arises here is whether risk transfers from seller to buyer at Hong Kong or at Shanghai: where does delivery take place? The parties may well have agreed this in the sale contract itself. Where, however, there is no such agreement, the default position is that risk transfers when the goods have been delivered to the first carrier, i.e. Hong Kong, thus increasing the period during which the buyer incurs the risk of loss or damage. Should the parties wish the risk to transfer at a later stage (here, Shanghai) they need to specify this in their contract of sale.
8. **Insurance**—The seller must also contract for insurance cover against the buyer's risk of loss of or damage to the goods from the port of shipment to at least the port of destination. This may cause difficulty where the destination country requires insurance cover to be purchased locally: in this case the parties should consider selling and buying under CFR. The buyer should also note that under the CIF Incoterms 2020 rule the seller is required to obtain limited insurance cover complying with Institute Cargo Clauses (C) or similar clause, rather than with the more extensive cover under Institute Cargo Clauses (A). It is, however, still open to the parties to agree on a higher level of cover.
9. **Unloading costs**—If the seller incurs costs under its contract of carriage related to unloading at the specified point at the port of destination, the seller is not entitled to recover such costs separately from the buyer unless otherwise agreed between the parties.
10. **Export/import clearance**—CIF requires the seller to clear the goods for export, where applicable. However, the seller has no obligation to clear the goods for import or for transit through third countries, to pay any import duty or to carry out any import customs formalities.
5. **裝貨港是否必須約定**：契約通常會指定目的港，但可能不會指定危險移轉給買方的裝貨港。如裝貨港對買方具有特殊利害關係，例如買方希望確定貨價的運費因素是否合理，建議契約當事人應於契約中儘可能精準地予以指定裝貨港。
6. **確定卸貨港的目的點**：建議契約當事人應儘可能地確認約定目的港之交貨點，因為至該點的費用由賣方負擔。買方必須締結一或數運送契約以涵蓋貨物從交貨至約定港或至於該港的約定點(如該點業於買賣契約中予以約定)。
7. **數運送人**：運送有可能因不同的海上階段而透過數運送人進行，例如，首先由一區間船運送人將貨物從香港運至上海港，然後透過海船從上海港運往英國南安普敦。問題發生於危險何時由賣方移轉給買方，香港或於上海？契約當事人或許在買賣契約上對此會有明確約定。但當無如是約定時，危險移轉的默認點為貨物交付給第一運送人之時，亦即香港，因此買方必須承擔所增加的期間的滅失或毀損危險。如契約當事人希望將危險移轉點置放於較後階段(例如上海)，其必須在買賣契約中予以明訂。
8. **保險**：賣方亦應締約保險契約，以承保貨物從裝運港至至少為目的港間貨物滅失或毀損之買方危險。此可能會造成困難是，如目的地國家要求保險應於當地投保：於此情況，契約當事人應考量依 CFR 條件為買賣。買方應注意的是，依國貿條規 2020 的 CIF 條件，其要求賣方應投保能符合協會貨物條款(C)或類似條款之較為有限承保之保險，而非協會貨物條款(A)的較為廣泛承保。然本條款仍容許雙方當事人可約定較高承保等級的投保。
9. **卸載費用**：如買方依運送契約就有關目的港特定點的卸載發生費用，除當事人另有特別約定外，賣方無權就該費用單獨向買方請求。
10. **出口/進口通關**：CIF 條件要求賣方出口通關(如有適用)。然而，賣方並無就貨物進口或經由第三國為過境時之通關義務，亦無義務支付進口稅捐或安排任何進口海關手續之義務。

A THE SELLER'S OBLIGATIONS 賣方義務

B THE BUYER'S OBLIGATIONS 買方義務

A1 General obligations

A1 一般義務

B1 General obligations

B1 一般義務

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The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.

Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.

A2 Delivery

The seller must deliver the goods either by placing them on board the vessel or by procuring the goods so delivered. In either case, the seller must deliver the goods on the agreed date or within the agreed period and in the manner customary at the port.

A3 Transfer of risks

The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstance described in B3.

A4 Carriage

The seller must contract or procure a contract for the carriage of the goods from the agreed point of delivery, if any, at the place of delivery to the named port of destination or, if agreed, any point at that port. The contract of carriage must be made on usual terms at the seller's cost and provide for carriage by the usual route in a vessel of the type normally used for the transport of the type of goods sold.

The seller must comply with any transport-related security requirements for transport to the destination.

賣方應提供符合買賣契約之貨物及商業發票及依契約可能要求之任何其他符合性證明。

賣方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。

A2 交貨

賣方必須將貨物置放於船上或使該貨物為交付。在任一情況下，賣方應於所約定的日期或於約定期限內及以該港的習慣方式為交貨。

A3 危險移轉

除發生 B3 所載滅失或毀損情形外，賣方必須承擔貨物滅失或毀損的一切危險，以迄已依照 A2 規定交貨為止。

A4 運送

賣方應締結或安排，從約定的交付地(如有)，或如有約定，於該地之任何點，為貨物運送之契約。該運送契約應以賣方費用依慣常條件安排之且約定以該出售貨物類型一般所使用的運送方式的習慣方式為一般航路之運送。

賣方應遵守任何於目的地前與運送有關保安上之需求。

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

Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.

B2 Taking delivery

The buyer must take delivery of the goods when they have been delivered under A2 and receive them from the carrier at the named port of destination.

B3 Transfer of risks

The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.

If the buyer fails to give notice in accordance with B10, then it bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for shipment, provided that the goods have been clearly identified as the contract goods.

B4 Carriage

The buyer has no obligation to the seller to make a contract of carriage.

買方必須支付依買賣契約所規定之貨物價款。

買方所提供的任何文件可依協議或如無該協議則以慣例方式之紙本或電子方式。

B2 提貨

買方應於賣方依 A2 規定已交付之貨物提領貨物，且於約定的目的港自運送人為貨物之受領。

B3 危險移轉

自依 A2 規定交貨時起，買方必須承擔貨物滅失或毀損的一切危險。

買方未依 B10 規定為通知，則買方應承擔自協議日起或自任何協議交貨期間終了之時起該貨物滅失或毀損之所有危險，但以該貨物業已明確地被確認為契約貨物者為限。

A4 運送

買方沒有為賣方安排運送契約之義務。

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A5 Insurance

Unless otherwise agreed or customary in the particular trade, the seller must obtain, at its own cost, cargo insurance complying with the cover provided by Clauses (C) of the Institute Cargo Clauses (LMA/IUA) or any similar clauses. The insurance shall be contracted with underwriters or an insurance company of good repute and entitle the buyer, or any other person having an insurable interest in the goods, to claim directly from the insurer.

When required by the buyer, the seller must, subject to the buyer providing any necessary information requested by the seller, provide at the buyer's cost any additional cover, if procurable, such as cover complying with the Institute War Clauses and/or Institute Strikes Clauses (LMA/IUA) or any similar clauses (unless such cover is already included with the cargo insurance described in the preceding paragraph).

The insurance shall cover, at a minimum, the price provided in the contract plus 10% (i.e. 110%) and shall be in the currency of the contract.

The insurance shall cover the goods from the point of delivery set out in A2 to at least the named port of destination.

The seller must provide the buyer with the insurance policy or certificate or any other evidence of insurance cover.

Moreover, the seller must provide the buyer, at the buyer's request, risk and cost, with information that the buyer needs to procure any additional insurance.

A6 Delivery/transport document

The seller must, at its own cost, provide the buyer with the usual transport document for the agreed port of destination.

This transport 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

A5 保險

除另有約定或該特定貿易另有慣例外，賣方應自費取得符合協會貨物條款(倫敦海上保險人協會/勞依茲市場協會)條款(C)所提供承保之貨物保險或適於該使用運送工具之任何類似條款。該保險應向具良好聲譽之保險人或保險公司投保且有權使買方或對該貨物具有保險利益之任何其他人士直接向保險人為求償。

於買方為要求時，賣方應依據賣方所要求並由買方所提供的任何必要資料，以買方費用，投保任何可取得的額外承保，例如承保符合協會罷工條款(倫敦海上保險人協會/勞依茲市場協會)或任何類似條款(但該承保業由前項所述貨物保險所承保者除外)。

本保險應至少投保契約所規定之價額加上 10%(亦即 110%)且應以本契約之幣值投保之。

本保險應承保貨物從 A2 所約定之交貨點至少至目的地所載明之地點。

賣方應將保險保單或證明或任何其他保險承保之證明提供給買方。

但以買方要求、危險及費用，就買方要求投保任何額外保險之訊息，賣方應提供給買方。

A6 交貨/運送單證

賣方應自費向買方提供約定目的港的一般運送單證。

運送單證應涵蓋契約貨物，其上日期應於所約定的裝運期限內。如依約定或依慣例，該單證必須能使買方於所載明的目的地向運送人為貨物之主張且

B5 Insurance

The buyer has no obligation to the seller to make a contract of insurance. However, the buyer must provide the seller, upon request, with any information necessary for the seller to procure any additional insurance requested by the buyer under A5.

B5 保險

買方沒有為賣方締結保險契約的義務。但一經請求，買方依 A5 所要求投保的任何額外保險所需之所有資訊，買方應提供給賣方。

B6 Delivery/transport document

The buyer must accept the transport document provided under A6 if it is in conformity with the contract.

A6 交貨/運送單證

如依 A6 所提供的運送單證符合本契約，買方即應予以接受。



buyer to sell the goods in transit by the transfer of the document to a subsequent buyer or by notification to the carrier.

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

A7 Export/import clearance

- a) Export clearance Where applicable, the seller must carry out and pay for all export clearance formalities required by the country of export, such as:
- export licence;
 - security clearance for export;
 - pre-shipment inspection; and
 - any other official authorisation.
- b) Assistance with import clearance Where applicable, the seller must assist the buyer, at the buyer's request, risk and cost, in obtaining any documents and/or information related to all transit/import clearance formalities, including security requirements and pre-shipment inspection, needed by any country of transit or the country of import.

A8 Checking/packaging/markings

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) that are necessary for the purpose of delivering the goods in accordance with A2.

The seller must, at its own cost, package the goods, unless it is usual for the particular trade to transport the type of goods sold unpackaged.

The seller must package and mark the goods in the manner appropriate for their transport, unless the parties have agreed on specific packaging or marking requirements.

能使買方能透過該單證的轉讓或以通知運送人方式將過境中的貨物出售給後續的買方。

如該運送單證係以可背書轉讓方式為簽發且簽發數正本者，全套正本應提交買方。

A7 進口/出口通關

- a) 於適用時，賣方應辦理並支付出口國所要求的所有出口通關手續，例如：
- 出口許可
 - 出口保安通關
 - 裝船前檢查；及
 - 任何其他官方授權。
- b) 於適用時，以買方要求、危險及費用，賣方應協助買方取得過境/進口國家所要求的所有過境/進口通關之任何文件及或資訊，包括保安要求及裝船前檢查。

A8 檢查/包裝/標誌

賣方應支付與 A2 規定為交付貨物目的之必要檢查作業之費用(例如檢查品質、材積、重量及點數)。

除特定貿易慣例上運送該貨物類型係以未包裝方式出售外，賣方應自行負擔貨物包裝費用。

除當事人就包裝或標籤另有特別要求外，賣方應以適合運送之方式為貨物之包裝及上標籤。

B7 Export/import clearance

- a) Assistance with export clearance Where applicable, the buyer must assist the seller at the seller's request, risk and cost in obtaining any documents and/or information related to all export clearance formalities, including security requirements and pre-shipment inspection, needed by the country of export.
- b) Import clearance Where applicable, the buyer must carry out and pay for all formalities required by any country of transit and the country of import, such as:
- import licence and any licence required for transit;
 - security clearance for import and any transit;
 - pre-shipment inspection; and
 - any other official authorisation.

B8 Checking/packaging/ markings

The buyer has no obligation to the seller.

B7 進口/出口通關

- a) 於適用時，以賣方要求、危險及費用，買方應協助賣方取得出口國家所要求的所有出口通關之任何文件及或資訊，包括保安要求及裝船前檢查。
- b) 於適用時，買方應辦理並支付進口國家所要求的所有進口通關手續，例如：
- 進口許可及任何過境所需之許可；
 - 進口及任何過境之保安通關；
 - 裝船前檢查；及
 - 任何其他官方授權。

B8 檢查/包裝/標誌

買方就此對賣方無義務。



A9 Allocation of costs

The seller must pay:

- a) all costs relating to the goods until they have been delivered in accordance with A2, other than those payable by the buyer under B9;
- b) the freight and all other costs resulting from A4, including the costs of loading the goods on board and transport-related security costs;
- c) any charges for unloading at the agreed port of discharge that were for the seller's account under the contract of carriage;
- d) the costs of transit that were for the seller's account under the contract of carriage;
- e) proof to the buyer under A6 that the goods have been delivered;
- f) the costs of insurance resulting from A5;
- g) where applicable, duties, taxes and any other costs related to export clearance under A7(a); and
- h) the buyer for all costs and charges related to providing assistance in obtaining documents and information in accordance with B7(a).

A10 Notices

The seller must notify the buyer that the goods have been delivered in accordance with A2.

The seller must give the buyer any notice required to enable the buyer to receive the goods.

A9 費用劃分

賣方應支付

- a) 至已依照 A2 規定交貨為止，與貨物有關的一切費用，但 B9 規定由買方支付的費用除外；
- b) 自 A4 所發生之運費及所有其他費用，包括貨物裝船費用及與運送保安有關之費用；
- c) 於目的地約定卸貨港卸載之任何費用，但僅該費用依運送契約為賣方負擔者為限；
- d) 依運送契約應由賣方負擔之過境費用；
- e) 提供依 A6 業已交貨的一般證明給買方的費用；
- f) 因 A5 所發生之保險費用；
- g) 於適用時，依 A7(a) 之稅捐及與出口通關有關之任何其他費用；及
- h) 買方為取得依據 B7(a) 文件或資訊而提供協助有關之所有費用及花費。

A10 通知

賣方應將貨物已依照 A2 規定為交付通知買方。

賣方應提供能使買方接收貨物所需之任何通知。

B9 Allocation of costs

The buyer must pay:

- a) all costs relating to the goods from the time they have been delivered under A2, other than those payable by the seller under A9;
- b) the costs of transit, unless such costs were for the seller's account under the contract of carriage;
- c) unloading costs including lighterage and wharfage charges, unless such costs and charges were for the seller's account under the contract of carriage;
- d) the costs of any additional insurance procured at the buyer's request under A5 and B5;
- e) the seller for all costs and charges related to providing assistance in obtaining documents and information in accordance with A5 and A7(b);
- f) where applicable, duties, taxes and any other costs related to transit or import clearance under B7(b); and
- g) any additional costs incurred if it fails to give notice in accordance with B10, from the agreed date or the end of the agreed period for shipment, provided that the goods have been clearly identified as the contract goods.

B10 Notices

The buyer must, whenever it is agreed that the buyer is entitled to determine the time for shipping the goods and/or the point of receiving the goods within the named port of destination, give the seller sufficient notice.

B9 費用劃分

買方應支付：

- a) 從已依照 A2 規定交貨開始，與貨物有關的一切費用，但 A9 規定由賣方支付的費用除外；
- b) 過境費用，除非該費用依運送契約應由賣方負擔；
- c) 卸貨費用，包括駁船及買頭費用，除非該費用依運送契約應由賣方負擔；
- d) 依 A5 及 B5 應買方要求投保任何額外保險之費用；
- e) 賣方依 A5 及 A7(b) 為取得文件或資訊而提供協助所發生的所有費用及花費；
- f) 於適用時，支付所有與 B7(b) 過境或進口通關有關之稅捐及其他費用；
- g) 因未依 B10 為通知，自約定日或約定裝運期間終了日起所發生之任何額外費用，但以該貨物業已明確被確認為合約貨物為限。

B10 通知

於約定買方有權決定船運貨物的時間及於約定目的港接收貨物的地點時，買方應給予賣方充分通知。