

INCOTERMS 2010: ICC OFFICIAL RULES FOR THE
INTERPRETATION OF TRADE TERMS



Incoterms® 2010

by the International Chamber of Commerce (ICC)

EXW - EX Works (... named place)

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

This term thus represents the minimum obligation for the seller, and the buyer has to bear all costs and risks involved in taking the goods from the seller's premises. However, if the parties wish the seller to be responsible for the loading of the goods on departure and to bear the risks and all the costs of such loading, this should be made clear by adding explicit wording to this effect in the contract of sale (Refer to Introduction paragraph 11.) .This term should not be used when the buyer cannot carry out the export formalities directly or indirectly. In such circumstances, the [FCA](#) term should be used, provided the seller agrees that he will load at his cost and risk.

A. THE SELLER'S OBLIGATIONS	B. THE BUYER'S OBLIGATIONS
<p>A1 Provision of goods in conformity with the contract</p> <p>The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.</p>	<p>B1 Payment of the price</p> <p>The buyer must pay the price as provided in the contract of sale.</p>
<p>A2 Licences, authorisations and formalities</p> <p>The seller must render the buyer, at the latter's request, risk and expense, every assistance in obtaining, where applicable, (Refer to Introduction paragraph 14.), any export licence or other official authorisation necessary for the export of the goods.</p>	<p>B2 Licences, authorisations and formalities</p> <p>The buyer must obtain at his own risk and expense any export and import licence or other official authorisation and carry out, where applicable (Refer to Introduction paragraph 14.) , all customs formalities for the export of the goods.</p>
<p>A3 Contracts of carriage and insurance</p> <p>Contract of carriage No obligation(Refer to Introduction paragraph 10).</p> <p>Contract of insurance No obligation(Refer to Introduction paragraph 10)</p>	<p>B3 Contracts of carriage and insurance</p> <p>Contract of carriage No obligation (Refer to Introduction paragraph 10)</p> <p>Contract of insurance No obligation (Refer to Introduction paragraph 10)</p>

<p>A4 Delivery</p> <p>The seller must place the goods at the disposal of the buyer at the named place of delivery, not loaded on any collecting vehicle, on the date or within the period agreed or, if no such time is agreed, at the usual time for delivery of such goods. If no specific point has been agreed within the named place, and if there are several points available, the seller may select the point at the place of delivery which best suits his purpose.</p>	<p>B4 Taking delivery</p> <p>The buyer must take delivery of the goods when they have been delivered in accordance with A4 and A7/B7.</p>
<p>A5 Transfer of risks</p> <p>The seller must, subject to the provisions of B5, bear all risks of loss of or damage to the goods until such time as they have been delivered in accordance with A4.</p>	<p>B5 Transfer of risks</p> <p>The buyer must bear all risks of loss of or damage to the goods</p> <ul style="list-style-type: none"> • from the time they have been delivered in accordance with A4; and • from the agreed date or the expiry date of any period fixed for taking delivery which arise because he fails to give notice in accordance with B7, provided, however, that the goods have been duly appropriated to the contract, that is to say clearly set aside or otherwise identified as the contract goods.
<p>A6 Division of costs</p> <p>The seller must, subject to the provisions of B6, pay all costs relating to the goods until such time as they have been delivered in accordance with A4. 4.</p>	<p>B6 Division of costs</p> <p>The buyer must pay</p> <ul style="list-style-type: none"> • all costs relating to the goods from the time they have been delivered in accordance with A4; and • any additional costs incurred by failing either to take delivery of the goods when they have been placed at his disposal, or to give appropriate notice in accordance with B7 provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods; and • where applicable (Refer to Introduction paragraph 10), all duties, taxes and other charges as well as the costs of carrying out customs formalities payable upon export. <p>The buyer must reimburse all costs and charges incurred by the seller in rendering assistance in accordance with A2.</p>

<p>A7 Notice to the buyer</p> <p>The seller must give the buyer sufficient notice as to when and where the goods will be placed at his disposal.</p>	<p>B7 Notice to the seller</p> <p>The buyer must, whenever he is entitled to determine the time within an agreed period and/or the place of taking delivery, give the seller sufficient notice thereof.</p>
<p>A8 Proof of delivery, transport document or equivalent electronic message</p> <p>No obligation (Refer to Introduction paragraph 10)</p>	<p>B8 Proof of delivery, transport document or equivalent electronic message</p> <p>The buyer must provide the seller with appropriate evidence of having taken delivery.</p>
<p>A9 Checking - packaging - marking</p> <p>The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) which are necessary for the purpose of placing the goods at the buyer's disposal. The seller must provide at his own expense packaging (unless it is usual for the particular trade to make the goods of the contract description available unpacked) which is required for the transport of the goods, to the extent that the circumstances relating to the transport (for example modalities, destination) are made known to the seller before the contract of sale is concluded. Packaging is to be marked appropriately.</p>	<p>B9 Inspection of goods</p> <p>The buyer must pay the costs of any pre-shipment inspection, including inspection mandated by the authorities of the country of export.</p>
<p>A10 Other obligations')?></p> <p>The seller must render the buyer at the latter's request, risk and expense, every assistance in obtaining any documents or equivalent electronic messages issued or transmitted in the country of delivery and/or of origin which the buyer may require for the export and/or import of the goods and, where necessary, for their transit through any country. The seller must provide the buyer, upon request, with the necessary information for procuring insurance.</p>	<p>B10 Other obligations</p> <p>The buyer must pay all costs and charges incurred in obtaining the documents or equivalent electronic messages mentioned in A10 and reimburse those incurred by the seller in rendering his assistance in accordance therewith.</p>