Choice of delivery terms
In modern transport systems, goods are not always inspected at points where the risk is transferred according to Incoterms® 2020. To avoid dispute concerning where loss or damage has incurred along the transport chain, it is advisable to agree on terms of delivery where one party bears the risk for the goods during the entire transport.

State incoterms® 2020
When making an agreement based on Incoterms, it is advisable to state the terms of delivery agreed on in the contract of sale and commercial invoices e.g. “FOB Gothenburg”. Incoterms® 2020”. This prevents problems with interpretation which may arise in countries having their own definitions of delivery terms. If recommends the use of Incoterms® 2020 for international shipments and strongly advises against forming own delivery terms.

Incoterms® are internationally recognized rules describing who is responsible for goods in transit and for how long. By using Incoterms can sellers and buyers avoid unnecessary misunderstandings. Incoterms® 2020 are recognized by the authorities and courts around the world.

Notice of claim, periods of limitation and limitation of liability in international transports

<table>
<thead>
<tr>
<th>Applicable rules</th>
<th>Notice of claim</th>
<th>Notice of claim</th>
<th>Period of limitation</th>
<th>Limitation of liability for loss or damage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Carriage by Sea</strong>&lt;br&gt;Haag-Visby Rules</td>
<td>Upon receipt of goods</td>
<td>3 days</td>
<td>1 year</td>
<td>SDR 667/package/ SDR 2/kg</td>
</tr>
<tr>
<td><strong>The Rotterdam Rules</strong></td>
<td>Upon receipt of goods</td>
<td>7 days</td>
<td>2 years</td>
<td>SDR 875/package/ SDR 3/kg</td>
</tr>
<tr>
<td><strong>2. Carriage by air</strong>&lt;br&gt;The Montreal Convention</td>
<td>Upon receipt of goods</td>
<td>14 days (in the event of delay 21 days)</td>
<td>2 years</td>
<td>SDR 22/kg</td>
</tr>
<tr>
<td><strong>3. Carriage by rail</strong>&lt;br&gt;CIM Convention</td>
<td>Upon receipt of goods</td>
<td>7 days</td>
<td>1 year</td>
<td>SDR 17/kg (Domestic SEK 150/kg)</td>
</tr>
<tr>
<td><strong>4. Carriage by road</strong>&lt;br&gt;CIMR Convention</td>
<td>Upon receipt of goods</td>
<td>7 days (without delays)</td>
<td>1 year</td>
<td>SDR 8,33/kg</td>
</tr>
<tr>
<td>Applicable national legislation</td>
<td>Upon receipt of goods</td>
<td>7 days (without delays)</td>
<td>1 year</td>
<td>SEK 150/kg</td>
</tr>
<tr>
<td><strong>5. Nordic Forwarding</strong>&lt;br&gt;NSAB (when liability as carrier)</td>
<td>Upon receipt of goods</td>
<td>7 days</td>
<td>1 year</td>
<td>SDR 8,33/kg</td>
</tr>
</tbody>
</table>

*1 SDR is at the moment approximately 13 SEK.

Please observe limitation of liability for carriers above and thus the need for cargo insurance. If P&C Ltd. is your professional guide both on this as well as on Incoterms® 2020.

Incoterms is a trademark registered by ICC (International Chamber of Commerce) ICC is an international organization for trade with national sections in the Nordic countries and members from more than 140 countries around the world. More info on: www.icc.se.

More info on if.se or call +46 771 56 00 00
INCOTERMS®

Delivery terms

- **EXW - Ex Works**
  - **(named place)**
  - The buyer is at risk when the goods have been placed at his disposal at agreed time and place.
  - Risk
  - Costs
  - Documents

- **FCA - Free Carrier**
  - **(named place)**
  - The buyer is at risk when the goods have been delivered to the first carrier or terminal at agreed time and place.
  - Risk
  - Costs
  - Documents

- **FAS (only by sea)**
  - Free alongside ship
  - **(named port of shipment)**
  - The buyer is at risk when the goods have been delivered alongside the ship at the port of shipment.
  - Risk
  - Costs
  - Documents

- **FOB (only by sea)**
  - Free on board
  - **(named port of shipment)**
  - The buyer is at risk when the goods have been delivered onboard the ship at the port of shipment.
  - Risk
  - Costs
  - Documents

- **CFR (only by sea)**
  - Cost and freight
  - **(named port of destination)**
  - The buyer is at risk when the goods have been delivered onboard the ship at the port of destination.
  - Risk
  - Costs
  - Documents

- **CIF (only by sea)**
  - Cost, insurance and freight
  - **(named port of destination)**
  - The buyer is at risk when the goods have been delivered onboard the ship at the port of destination.
  - Risk
  - Costs
  - Documents

- **CPT - Carriage paid to**
  - **(named place of destination)**
  - The buyer is at risk when the goods have been delivered to the first carrier.
  - Risk
  - Costs
  - Documents

- **CIP - Carriage and insurance paid to**
  - **(named place of destination)**
  - The buyer is at risk when the goods have been delivered to the first carrier.
  - Risk
  - Costs
  - Documents

- **DAP - Delivered at place**
  - **(named place of destination)**
  - The buyer is at risk when the goods have been placed at his disposal at agreed place of destination ready for unloading.
  - Risk
  - Costs
  - Documents

- **DPU - Delivered at place unloaded**
  - **(named place of destination)**
  - The buyer is at risk when the goods have been unloaded at the agreed place of destination.
  - Risk
  - Costs
  - Documents

- **DDP - Delivered duty paid**
  - **(named place of destination)**
  - The buyer is at risk when the goods have been placed at his disposal at agreed place of destination cleared for import and with duties paid ready for unloading.
  - Risk
  - Costs
  - Documents

**Risk**
- Insurance to be covered by the buyer.
- The buyer bears the risk during the whole transport.

**Costs**
- The buyer bears the risk during the whole transport.

**Documents**
- Insurance to be covered by the seller.
- The seller bears the risk during the whole transport.

**As agreed**
- Insurance to be covered by the buyer.
- The buyer bears the risk during the whole transport.

**Seller’s duties**
- Insurance must be covered by the seller (the seller up to the named point).
- The seller bears the risk during the whole transport.

**Buyer’s duties**
- Insurance must be covered by the buyer (in favour of the buyer) to the place of destination complying with Institute Cargo Clauses (A) or similar clauses (further transports by the buyer).
- The buyer bears the risk during the whole transport.

**Specify named point**
- Insurance to be covered by the buyer.
- Insurance to be covered by the buyer (the seller up to the named point).
- Insurance to be covered by the buyer (the seller up to alongside the ship).
- Insurance to be covered by the buyer (the seller up to delivered onboard the ship).
- Insurance to be covered by the buyer (the seller to first carrier).
- Insurance to be covered by the buyer (the seller to place of destination).
- Insurance to be covered by the buyer (the seller to place of destination (further transports by the buyer)).