Terms of Sale

Shipping goods between countries can be risky. If the goods are damaged, or if delivery does not take place, the relationship between the parties may be harmed. This can interfere not only with the immediate shipment involved but with future business. Above all, Canadian exporters want satisfied customers; this means avoiding misunderstandings about who is liable for the various risks involved.

To make this easier, in 1936 the International Chamber of Commerce (ICC) published a standardized set of terms, known as Incoterms 1936. Amendments were made in 1953, 1967, 1976, 1980 and 1990 to bring the rules in line with current international trade practices.

| GROUPS | | MODES | |
|--------|--------------------------------|---------------------------|-------|
| EXW | Ex Works | Air - Truck - Rail - Ship | |
| FCA | Free-Carrier | Air - Truck - Rail - Ship | |
| FAS | Free-Alongside-Ship | Ship | |
| FOB | Free-On-Board | Ship | |
| CFR | Cost and Freight | Ship | |
| CIF | Cost, Insurance and Freight | Ship | |
| CPT | Carriage Paid To | Air - Truck - Rail - Ship | |
| CIP | Carriage and Insurance Paid To | Air - Truck - Rail - Ship | |
| DAF | Delivered At Frontier | Air - Truck - Rail - Ship | _^~~~ |
| DES | Delivered Ex Ship | Ship | |
| DEQ | Delivered Ex Quay | Ship | |
| DDU | Delivered Duty Unpaid | Air - Truck - Rail - Ship | |
| DDP | Delivered Duty Paid | Air - Truck - Rail - Ship | |

The 1990 revisions made the Incoterms more compatible with new electronic data interchange (EDI) systems. They make it easier for the parties to exchange documents such as invoices, customs forms and proof-of-delivery notices by computer. This is particularly important when the seller has to present negotiable transport documents to receive payment on letters of credit. In these cases it is essential that the EDI document be an acceptable equivalent of the traditional bill of lading.