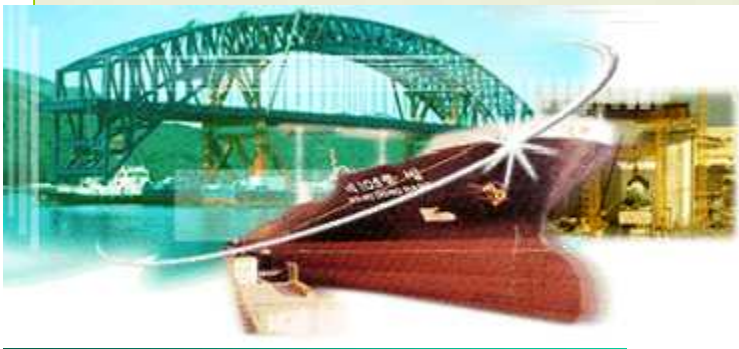


Guide to International Trade Management (제2주)



유 하상

2. Introduction

■ 도입

The Incoterms rules explain a set of three-letter trade terms reflecting business-to-business practice in contracts for the sale of goods.

The Incoterms rules describe mainly the tasks, costs and risks involved in the delivery of goods from sellers to buyers.

involved : 연루된 수반된
Describe : 설명하다. 서술하다

2. Introduction

■ 2010 규칙 사용법

1. Incorporate the Incoterms 2010 rules Into your contract of sale

If you want the Incoterms 2010 rules to apply to your contract, you should make this clear in the contract, through such words as, "[the chosen. Incoterms rule including the named. place, followed by] Incoterms 2010".

Incorporate: 통합, 합병하다. 일원으로 하다. 혼합하다.

2. Introduction

■ 2010 규칙 사용법

2. Choose the appropriate Incoterms rule

The chosen Incoterms rule **needs** to be appropriate to the goods, to the means of their transport, and above all to whether the parties intend to put additional obligations, for example such as the obligation to organize carriage or insurance, on the seller or on the buyer.

The Guidance Note to each Incoterms rule contains information that is particularly helpful when making this choice.

Whichever Incoterms rule is chosen, the parties should be aware that the interpretation of their contract may well be influenced by customs particular to the port or place being used.

Carriage : 운송

Interpretation : 해석, 번역, 설명

2. Introduction

■ 2010 규칙 사용법

3. Specify your place or port as precisely as possible(1/2)

The chosen Incoterms rule can work only if the parties name a place or port, and will work best if the parties specify the place or port as precisely as possible.

A good example of such precision would be:

"FCA 38 Cours Albert 1er, (75008) Paris, France Incoterms 2010".

(불어 : 프랑스 파리 28 Cours Albert (에 본부를 두고 있는 ICC의) 인코텀즈 2010의 FCA)

Precisely : 정확하게, 틀리지 않게

Carriage : 운송

Interpretation : 해석, 번역, 설명

2. Introduction

■ 2010 규칙 사용법

3. Specify your place or port as precisely as possible(2/2)

Under the Incoterms rules
Ex Works (EXW),
Free Carrier (FCA),
Delivered at Terminal (DAT),
Delivered at Place (DAP),
Delivered Duty Paid (DDP),
Free Alongside Ship (FAS),
and Free on Board (FOB),
the named place is the place
where delivery takes place and
where risk passes from the
seller to the buyer.

Under the Incoterms rules
Carriage Paid To (CPT),
Carriage and Insurance Paid To (CIP),
Cost and Freight (CFR) and
Cost, Insurance and Freight (CIF), the
named place differs from the place of
delivery.

Under these four Incoterms rules, the
named place is the place of destination to
which carriage is paid.

Indications as to place or destination can
helpfully be further specified by stating a
precise point in that place or destination in
order to avoid doubt or argument.

differs from : ~와는 다르다
Precise : 상세한, 정확한
Helpfully : 도움이 되도록

Destination : 목적지
Stating : 진술, 주장하다. 지정하다.
indication : 표시 as to : ~와 같은

2. Introduction

■ 2010 규칙 사용법

4. Remember that Incoterms rules do not give you a complete contract of sale

Incoterms rules do say /which party to the sale contract/ has the obligation to make carriage or insurance arrangements, when the seller delivers the goods to the buyer, and which costs each party is responsible for.

Incoterms rules, however, say nothing about the price to be paid or the method of its payment. Neither do they deal with the transfer of ownership of the goods, or the consequences of a breach of contract.

These matters are normally dealt with through express terms in the contract of sale or in the law governing that contract.

The parties should be aware that mandatory local law may override any aspect of the sale contract, including the chosen Incoterms rule.

do say : 규정한다. Arrangements : 어떤 계획이나 조정을 하는 것 make ~s : 해결하다
responsible for : ~에게 책임을 지우다. say nothing : 침묵하다

Consequences : 결과 a breach of contract. : 계약위반

Normally dealt with through express terms : 평상시대로 명시된 조건(조항)을 통해 다루어진다.(처리된다) mandatory local law : 개별국의 강행 법규 Override : 무시되다
강행법규 : 선량한 풍속, 사회질서 위반에 대해서는 당사자 의견에 관계없이 강제 적용

2. Introduction

■ 2010 규칙의 주요 특징

1. Two new Incoterms rules – DAT and DAP – have replaced the Incoterms 2000 rules DAF, DES, DEQ and DDU

The number of Incoterms rules has been reduced from 13 to 11.

This has been achieved by substituting two new rules that may be used irrespective of the agreed mode of transport – DAT, Delivered at Terminal, and DAP, Delivered at Place – for the Incoterms 2000 rules DAF, DES, DEQ and DDU.

Under both new rules, delivery occurs at a named destination: in DAT, at the buyer's disposal unloaded from the arriving vehicle (as under the former DEQ rule); in DAP likewise at the buyer's disposal, but ready for unloading (as under the former DAF, DES and DDU rules).

Replaced : 대체하다.

Substituting : 대신하다

irrespective of : ~에 관계없이

Occurs : 일어나다, 생기다, 떠오르다.

Likewise : 마찬가지로

Vehicle : 수송수단, 차, 기차, 선박, 항공기 등

2. Introduction

■ 2010 규칙의 주요 특징

The named terminal in DAT may well be in a port, and DAT can therefore safely be used in cases where the Incoterms 2000 rule DEQ once was.

Likewise, the arriving "vehicle" under DAP may well be a ship and the named place of destination may well be a port: consequently, DAP can safely be used in cases where the Incoterms 2000 rule DES once was.

These new rules, like their predecessors, are "delivered", with the seller bearing all the costs (other than those related to import clearance, where applicable) and /risks involved in bringing the goods to the named place of destination.

May well : 가능성이 충분하여

Predecessors : 선조, 선배, 전임자, 앞서 있었던 것

2. Introduction

■ 2010 규칙의 주요 특징

2. Classification of the 11 Incoterms 2010 rules

- 단일 또는 복수의 운송방식에 사용 가능한 규칙.
- EXW 공장인도
- FCA 운송인인도
- CPT 운송비지급인도
- CIP 운송비보험료지급인도
- DAT 도착터미널인도
- DAP 도착장소인도
- DDP 관세지급인도
- 해상운송과 내수로운송에 사용가능한 규칙.
- FAS 선측인도
- FOB 본선인도
- CFR 운임포함인도
- CIF 운임 · 보험료포함인도

11개의 인코텀즈 규칙의 분류

2. Introduction

■ 2010 규칙의 주요 특징

The First class includes the seven Incoterms 2010 rules that can be used irrespective of the mode of transport selected and /irrespective of whether one or than one mode of transport is employed. EXW, FCA, CPT, CIP, DAT, DAP and DDP belong to this class.

They can be used even when there is no maritime transport at all.

It is important to remember, however, that these rules can be used in cases where a ship is used for part of the carriage.

Irrespective : 관계없는, 상관없는, 고려하지 않는
Employ : 사용하다.

2. Introduction

■ 2010 규칙의 주요 특징

In the second class of Incoterms 2010 rules, the point of delivery and the place to which the goods are carried to the buyer /are both ports, hence the label "sea and inland waterway" rules.

FAS, FOB, CFR and CIF belong to this class.

Under the last three Incoterms rules, all mention of the ship's rail as the point of delivery/ has been omitted in preference for the goods being delivered when they are "on board" the vessel.

This more closely reflects modern commercial reality and avoids the rather dated image of the risk swinging to and fro across an imaginary perpendicular line.

Hence : 그러므로, 지금부터, 여기서부터 Label : 명명하다. 이름 붙이다.

Mention : 언급하다. 말하다. in preference for : ~에 우선하여, ~보다는 차라리

dated image : 구식의 관념 to and fro : 이리 저리로, 앞 뒤로

Perpendicular : 직각을 이루는 험한, 절벽의

2. Introduction

■ 2010 규칙의 주요 특징

3. Rules for domestic and international trade

Incoterms rules have traditionally /been used in international sale contracts where goods pass across national borders.

In various areas of the world, however, trade blocs, like the European Union,/ have made border formalities between different countries less significant.

Consequently, the subtitle of the Incoterms 2010 rules formally recognizes /that they are available for application to both international and domestic sale contracts.

As a result, the Incoterms 2010 rules /clearly state in a number of places that the obligation to comply with export/import formalities exists only where applicable.

Subtitle : 부제,
significant. : 중요한, 의미심장한
Application : 적용
As a result : ~의 결과로서

Formalities : 정식절차
subtitle : 부제(설명)
Normally recognizes : 공식적으로 인정하다
Formalities : 수속, 정식절차

2. Introduction

■ 2010 규칙의 주요 특징

3. Rules for domestic and international trade

Two developments have persuaded ICC that a movement in this direction is timely.

Firstly, traders commonly use Incoterms rules for purely domestic sale contracts.

The second reason /is the greater willingness in the United States to use Incoterms rules in domestic trade rather than the former Uniform Commercial Code shipment and delivery terms.

Persuade : 설득하다. 믿게 하다. 납득시키다

Development : 발달, 개발, 사태의 진전, 새로운 사실

Timely : 때에 알맞은, 적당한 때에

Former :이전의

Willingness : to do something

2. Introduction

■ 2010 규칙의 주요 특징

4. Guidance Notes

Before each Incoterms 2010 rule you will find a Guidance Note.

The Guidance Notes explain the fundamentals of each Incoterms rule, such as when it should be used, when risk passes, and how costs are allocated between seller and buyer.

The Guidance Notes are not part of the actual Incoterms 2010 rules, but are intended to help the user accurately and efficiently steer towards the appropriate Incoterms rule for a particular transaction.

fundamental : 기초, 원리, 근본법칙

Actual : 현재의, 실제의

Intend : 목적을 가지고 있다.

Steer : 키를 잡다, 조종하다. 나아가게 하다. 행동하다(선택하다)

Appropriate : 전유하다. 총당하다, 적당한, 적절한

Particular : 특별한, 개개의, 개별적인 상세한,

2. Introduction

■ 2010 규칙의 주요 특징

5. Electronic communication

Previous versions of Incoterms rules/ have specified those documents that could be replaced by EDI messages.

Articles A1/B1 of the Incoterms 2010 rules, however, now give electronic means of communication the same effect as paper communication, as long as the parties so agree or where customary.

This formulation facilitates the evolution of new electronic procedures throughout the lifetime of the Incoterms 2010 rules.

formulation : 조직화, 형식화, 체계화
Evolution ; 전개, 발전, 변화
facilitates : 조장하다. 촉진하다.

2. Introduction

■ 2010 규칙의 주요 특징

6. Insurance cover

The Incoterms 2010 rules /are the first version of the Incoterms rules since the revision of the Institute Cargo Clauses and/ take account of alterations made to those clauses.

The Incoterms 2010 rules/ place information duties relating to insurance in articles A3/B3, which deal with contracts of carriage and insurance.

These provisions have been moved from the more generic articles found in articles A10/B10 of the Incoterms 2000 rules.

The language in articles A3/B3 relating to insurance /has also been altered with a view to clarifying the parties' obligations in this regard.

take account of : 고려하다. 참작하다.

Place : 두다, 배치하다, 정돈하다. 평가하다.

View : 견해, 의도, 목적, 계획

Generic : 포괄적인, 일반적인

협회적하약관 : 런던보험업자협회약관 : 전위험WR(ICC A), 분손담보WA(ICC B), 분손부담보 FPA(ICC C)

Alteration : 교체, 교대

altered with : 바꾸다, 변경하다

Regard : 호의, 관계, 점, 사항

language : 용어

2. Introduction

■ 2010 규칙의 주요 특징

7. Security-related clearances and information required for such clearances

There is heightened concern nowadays about security in the movement of goods, requiring verification that the goods do not pose a threat to life or property for reasons other than their inherent nature.

Therefore, the Incoterms 2010 rules/ have allocated obligations between the buyer and seller to obtain or to render assistance in obtaining security-related clearances, such as chain-of-custody information, in articles A2/B2 and A10/B10 of various Incoterms rules.

Nowadays : 현재에는 오늘날에는	Verification : 확인, 검증, 증명
Pose : 자세를 취하다. 요구 등을 주장하다. 문제 등을 제기하다. 어려운 문제로 괴롭히다. 궁지에 빠지게 하다.	
inherent : 본래부터 가지고 있는	Render : ~이 되게하다, 주다, 갚다. 납부하다.
chain-of-custody information : 보안사슬정보	custody: 보관, 관리, 보호

2. Introduction

■ 2010 규칙의 주요 특징

8. Terminal handling charges

Under Incoterms rules CPT, CIP, CFR, CIF, DAT, DAP, and DDP, the seller must make arrangements for the carriage of the goods to the agreed destination.

While the freight is paid by the seller, it is actually paid for by the buyer as freight costs are normally included by the seller in the total selling price.

The carriage costs will sometimes include the costs of handling and moving the goods within port or container terminal facilities and the carrier or terminal operator may well charge these costs to the buyer who receives the goods.

May well : 가능성이 충분하여

2. Introduction

■ 2010 규칙의 주요 특징

8. Terminal handling charges

In these circumstances, the buyer will want to avoid paying for the same service twice: once to the seller as part of the total selling price and once independently to the carrier or the terminal operator.

The Incoterms 2010 rules seek to avoid this happening by clearly allocating such costs in articles A6/B6 of the relevant Incoterms rules.

Independently : 독립하여, 자주적으로, 멋대로, 무관하게, 별개로
Seek : 찾다, 추구하다. 시도하다. 문제해결책을 모색하다

2. Introduction

■ 2010 규칙의 주요 특징

9. String sales

In the sale of commodities, as opposed to the sale of manufactured goods, cargo is frequently sold several times during transit "down a string".

When this happens, a seller in the middle of the string does not "ship" the goods because these have already been shipped by the first seller in the string.

The seller in the middle of the string therefore performs its obligations towards its buyer not by shipping the goods, but by "procuring" goods that have been shipped.

For clarification purposes, Incoterms 2010 rules include the obligation to "procure goods shipped" as an alternative to the obligation to ship goods in the relevant Incoterms rule.

String sales : 연속판매 as oppose to : ~와는 반대로, 대조적으로

Commodities : an article of trade or commerce esp. Product of Agriculture or mineral

down a string : 연속적으로

towards its buyer : 그 상품의 매수인에 대한

procuring : 조달

Clarification : 명시, 명확화

2. Introduction

■ 2010 규칙의 주요 특징

Variants of Incoterms rules

Sometimes the parties want to alter an Incoterms rule.

The Incoterms 2010 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 2010 Rules/ is altered in the contract, the parties should also clearly /state whether they intend to vary the point at which the risk passes from seller to buyer.

Surprises,: 의외의 일, 놀람

Thus : 이렇게, 이런 식으로, 따라서 그런 까닭에

Vary : 변화를 주다, 다양하게 하다. 변경하다.

the point at :~하는 시점

2. Introduction

■ 2010 규칙의 주요 특징

Status of this introduction

This introduction gives general information on the use and interpretation of the Incoterms 2010 rules, but does not form part of those rules.

Status of this introduction : 상태, 지위, 신분, 자격 (이 서문의 지위)

2. Introduction

■ 2010 규칙의 주요 특징

Explanation of terms used. in the Incoterms 2010 rules

As in the Incoterms 2000 rules, the seller's and buyer's obligations are presented in mirror fashion, reflecting under column A the seller's obligations and under column B the buyer's obligations.

These obligations can be carried out personally by the seller or the buyer or sometimes, subject to terms in the contract or the applicable law, through intermediaries such as carriers, freight forwarders or other persons nominated by the seller or the buyer for a specific purpose.

The text of the Incoterms 2010 rules is meant to be self-explanatory.

However, in order to assist users the following text sets out guidance as to the sense in which selected terms are used throughout the document.

mirror fashion : 거울방식, (서로 대응되어 있음을 의미)

Column : 기동, 종대, 특별기고란, 단

Intermediaries : 중개인

sets out : 출발하다. 말하다. 상술하다. 명백히 하다.

carried out: 성취하다. 실행하다. 의무를 다하다

self-explanatory. : 설명이 필요 없는 자명한

2. Introduction

■ 2010 규칙의 주요 특징

Carrier: For the purposes of the Incoterms 2010 rules, the carrier is the party with whom carriage is contracted.

Customs formalities: These are requirements to be met in order to comply with any applicable customs regulations and may include documentary, security, or physical inspection obligations.

Delivery: This concept has multiple meanings in trade law and practice, but in the Incoterms 2010 rules, it is used to indicate where the risk of loss of or damage the goods passes from the seller to the buyer.

2. Introduction

■ 2010 규칙의 주요 특징

Delivery document: This phrase is now used as the heading to article A8.

It means a document used to prove that delivery has occurred.

For many of the Incoterms 2010 rules, the delivery document is a transport document or corresponding electronic record.

However, with EXW, FCA, FAS and FOB, the delivery document may simply be a receipt.

A delivery document may also have other functions, for example as part of the mechanism for payment.

Electronic record or procedure: A set of information /constituted of one or more electronic messages and, where applicable, being functionally equivalent with the corresponding paper document.

Mechanism : 기계, 기구, 구조, 장치, 기법, 기교

Equivalent : 동등한, 동일한

2. Introduction

■ 2010 규칙의 주요 특징

Packaging: This word is used for different purposes:

1. The packaging of the goods to comply with any requirements under the contract of sale.
2. The packaging of the goods so that they are fit for transportation.
3. The stowage of the packaged goods within a container or other means of transport.

In the Incoterms 2010 rules, packaging means both the first and second of the above.

The Incoterms 2010 rules do not deal with the parties' obligations for stowage within a container and therefore, where relevant, the parties should deal with this in the sale contract.