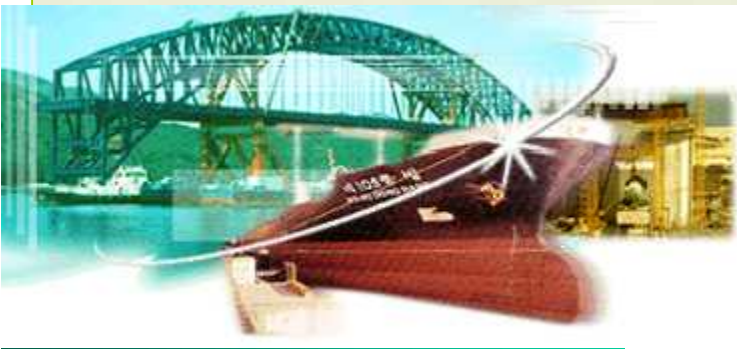


Guide to International Trade Management (제5주)



유 하상

3. 운송방식에 관계없는 조건

■ FOB 지침

FOB



IV. 인코텀즈 2010의 개정내용

3. 해상운송전용 조건

2) FOB 조건

- 물품의 멸실 또는 손상에 대한 위험이전 시점과 비용할당에 관하여 본질적으로 변경
- A항, 물품에 대한 위험은 Seller가 물품을 본선 상에서 둘 때 이전
- 주요 개정내용
 - A5항의 위험이전 관련 “until such times as they have passed the ship's rail at the named port of shipment” → “until they have been delivered in accordance with A4” (위험이전 시점을 ship's rail → on board)
 - A6항에서 A5항과 마찬가지로 비용할당 분기점이 “선측난간” → “본선상”으로 개정

3. 운송방식에 관계없는 조건

■ FOB 지침

This rule is to be used only for sea or inland waterway transport.

"Free on Board" means that the seller delivers the goods 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 passes when the goods are on board the vessel, and the buyer bears all costs from that moment onwards.

The seller is required either to deliver the goods on board the vessel or to procure goods already so delivered for shipment.

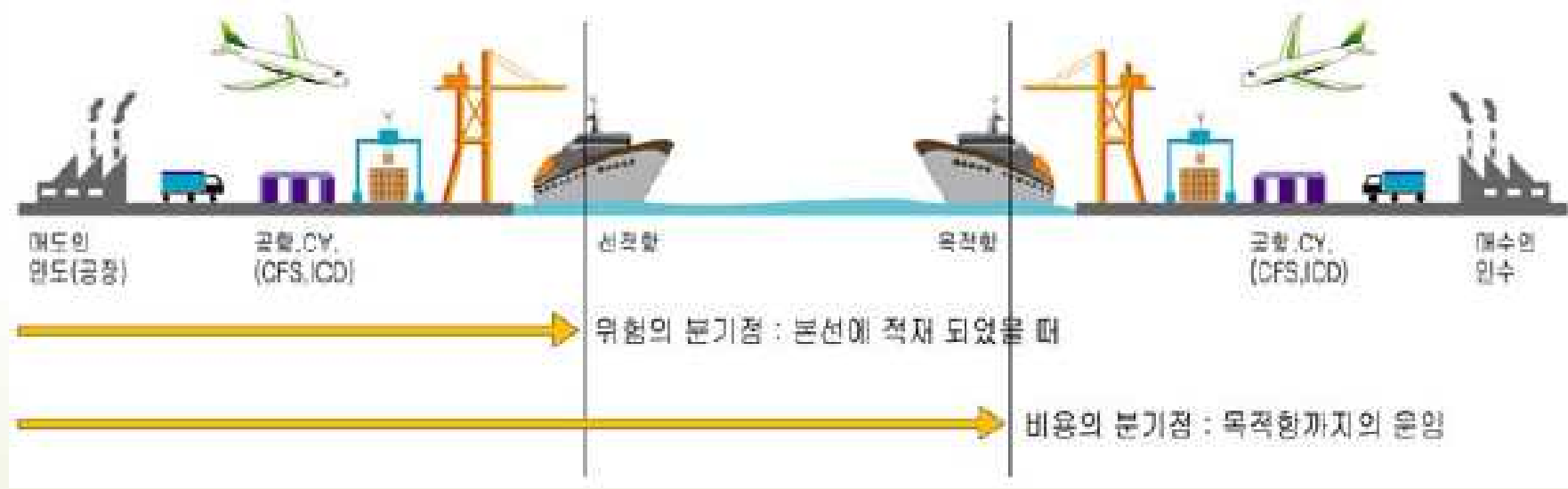
The reference to "procure" here caters for multiple sales down a chain ('string sales'), particularly common in the commodity trades.

FOB may not be appropriate where goods are handed over to the carrier before they are on board the vessel, for example goods in containers, which are typically delivered at a terminal, In such situations, the FCA rule should be used.

3. 운송방식에 관계없는 조건

■ CFR 지침

CFR



IV. 인코텀즈 2010의 개정내용

3. 해상운송전용 조건

3) CFR 조건

- 인코텀즈 2000과 비교하여 볼 때 물품의 멸실 또는 손상에 대한 위험이전 시점에 관하여 본질적인 변경이 있다
- Guidance Note는 Seller가 선적항에서 본선 상에 물품을 인도하거나 또는 인도된 물품을 확보하는 것을 의미한다고 언급한 후, Seller는 물품을 지정목적항까지 이동시키는데 필요한 비용과 운임을 지급하여야 함을 언급하고 있다
- 물품의 멸실 또는 손상에 대한 위험은 물품이 선착난간을 통과한 때 이전하며, Buyer는 그곳에서부터 모든 위험을 부담하여야 한다고 언급하고 있다
- 이러한 점에서 인코텀즈 2010의 CFR조건에는 큰 변화가 있다고 볼 수 있으며, 괄목할 만한 진전이다

3. 운송방식에 관계없는 조건

■ CFR 지침

This rule is to be used only for sea or Inland waterway transport.

"Cost and Freight" means that the seller delivers the goods on board the vessel or procures the goods already so delivered. The risk of loss of or damage to the goods passes when the goods are on board the vessel.

The seller must contract for and pay the costs and freight necessary to bring the goods to the named port of destination,

When CPT, CIP, CFR or CIF are used, the seller fulfills its obligation to deliver when it hands the goods over to the carrier in the manner specified in the chosen rule and not when the goods reach the place of destination.

3. 운송방식에 관계없는 조건

■ CFR 지침

This rule has two critical points, because risk passes and costs are transferred at different places.

While the contract will always specify a destination port, it might not specify the port of shipment, which is where risk passes to the buyer.

If the shipment port is of particular interest to the buyer, the parties are well advised to identify it as precisely as possible in the contract.

The parties are well advised to identify as precisely as possible the point at the agreed port of destination, as the costs to that point are for the account of the seller.

3. 운송방식에 관계없는 조건

■ CFR 지침

The seller is required either to deliver the goods on board the vessel or to procure goods already so delivered for shipment to the destination.

In addition, the seller is required either to make a contract of carriage or to procure such a contract. The reference to "procure" here caters for multiple sales down a chain ('string sales'), particularly common in the commodity trades.

CFR may not be appropriate where goods are handed over to the carrier before they are on board the vessel, for example goods in containers, which are typically delivered at a terminal.

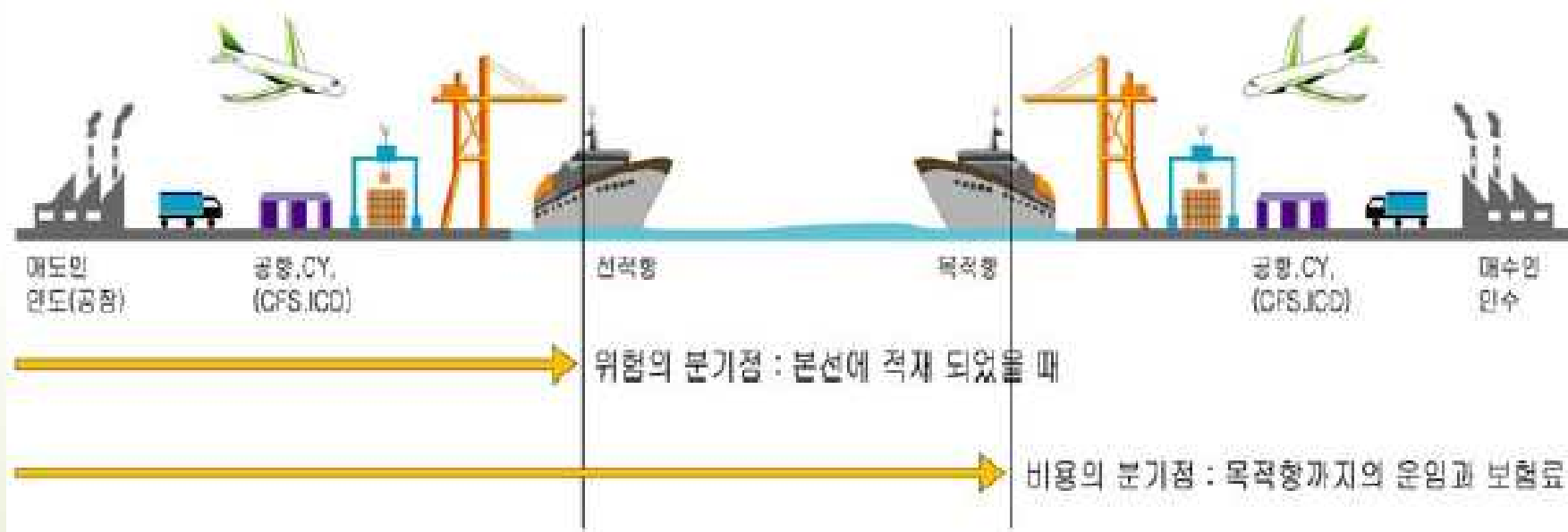
In such circumstances, the CPT rule should be used.

CFR requires the seller to clear the goods for export, where applicable.

3. 운송방식에 관계없는 조건

■ CIF 지침

CIF



IV. 인코텀즈 2010의 개정내용

3. 해상운송전용 조건

4) CIF 조건

- 인코텀즈 2000과 비교하여 볼 때 물품의 멸실 또는 손상에 대한 위험이전 시점에 관하여 본질적인 변경이 있음
- 보험과 관련한 내용을 제외하고는 앞에서 본 CFR 조건과 차이가 없음
- Seller의 의무조항 상의 주요 개정내용은 A3항 b)호의 보험과 관련하여 LMA와 IUA가 공동으로 2009년에 개정된 협회화물약관(ICC), 전쟁약관(IWC), 협회동맹파업약관(ISC) 등을 반영하여 동 조항을 재정비 하였다는 점이다

3. 운송방식에 관계없는 조건

■ CIF 지침

This rule is to be used only for sea or inland waterway transport.

"Cost, Insurance and Freight" means that the seller delivers the goods on board the vessel or procures the goods already so delivered.

The risk of loss of or damage to the goods passes when the goods are on board the vessel.

The seller must contract for and pay the costs and freight necessary to bring the goods to the named port of destination.

The seller also contracts for insurance cover against the buyer's risk of loss of or damage to the goods during the carriage.

The buyer should note that under CIF the seller is required to obtain insurance only on minimum cover.

Should the buyer wish to have more insurance protection, it will need either to agree as much expressly with the seller or to make its own extra insurance arrangements.

3. 운송방식에 관계없는 조건

■ CIF 지침

When CPT, CIP, CFR, or CIF are used, the seller fulfills its obligation to deliver when it hands the goods over to the carrier in the manner specified in the chosen rule and not when the goods reach the place of destination.

This rule has two critical points, because risk passes and costs are transferred at different places.

While the contract will always specify a destination port, it might not specify the port of shipment, which is where risk passes to the buyer.

If the shipment port is of particular interest to the buyer, the parties are well advised to identify it as precisely as possible in the contract.

The parties are well advised to identify as precisely as possible the point at the agreed port of destination, as the costs to that point are for the account of the seller.

3. 운송방식에 관계없는 조건

■ CIF 지침

CIF may not be appropriate where goods are handed over to the carrier before they are on board the vessel, for example goods in containers, which are typically delivered at a terminal. In such circumstances, the CIP rule should be used.