

EXW条款介绍(中英对照) PDF转换可能丢失图片或格式, 建议阅读原文

https://www.100test.com/kao_ti2020/36/2021_2022_EXW_E6_9D_A1_E6_AC_BE_E4_c30_36432.htm EXW EX WORKS (.. . named

place) " Ex works" means that the seller delivers when he places the goods at the disamp.s, 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 tile buyer has to bear all costs and risks involved m taking the goods from the sellers 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 sale¹ . 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 SELLERS OBLIGATIONS

B THE BUYERS OBLIGATIONS

A1 Provision of goods in conformity with the contract 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.

B1 Payment of the price The buyer must pay the price as provided in the contract of sale.

A2 Licences, authorisations and formalities The seller must render the buyer, at the latters request, risk and exshy.cence or other official authorisation necessary for the export of the goods.

B2 Licences, authorisations

and formalities The buyer must obtain at his own risk and expense any export and import licence or other official authorisation and carry out, where applicable³ all customs formalities for the export of the goods.

A3 Contracts of carriage and insurance

a) Contract of carriage No obligation⁴. b) Contract of insurance No obligation⁵.

B3 Contracts Of carriage and insurance

a) Contract of carriage No obligation⁶. b) Contract of insurance No obligation⁷.

A4 Delivery

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 act in accordance with A4.

B5 Transfer of risks

buyer must bear all risks of loss of or damage to the goods 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 has been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

A6 Division of costs

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.

B6 Division of costs

The buyer must pay 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

thereof. A8 Proof of delivery, transport document or equivalent electronic messages No obligation9 B8 Proof of delivery, transport document or equivalent electronic messages The buyer must provide the seller with appropriate evidence of having takshy.able unpacked) which is required for the transport of the goods, to the extent that the circumstances relating to the transport (for example modal#8209. shipment inspection, including inspection mandated by the authorities of the country of export. A10 Other obligations The seller must render the buyer at the latters request, risk and exshy.tronic 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 inshy.ments or equivalent electronic messages mentioned in A10 and reimburse those incurred by the seller in rendering his assistance in accordance therewith. 中文翻译---- EXW 工厂交货 ... (指定地点) "工厂交货 (.....指定地点)"是指当卖方在其所在地或其他指定的地点 (如工场、工厂或仓库) 将货物交给买方处置时, 即完成交货, 卖方不办理出口清关手续或将货物装上任何运输工具。 该术语是卖方承当责任最小的术语。 买方必须承当在卖方所在地受领货物的全部费用和 risk。 但是, 若双方希望在起运时卖方负责装载货物并承当装载货物的全部费用和 risk 时, 则须在销售合同中明确写明。 在买方不能直接或间接的办理出口手续时, 不应使用该术语, 而应使用FCA, 如果卖方同意装载货物并承当费用和 risk 的话。 A 卖方义务 B 买方义务 A1 提供符合合同规定的货物 卖

方必须提供符合销售合同规定的货物和商业发票或有同等作用的电子讯息，以及合同可能要求的、证明货物符合合同规定的其他任何凭证。

B1 支付价款 买方必须按照销售合同规定支付价款。

A2 许可证、其他许可和手续 应买方要求并由其承当风险和费用，在需要办理海关手续时，卖方必须给予买方一切协助，以帮助买方取得为货物出口所需的出口许可证或其他官方许可。

B2 许可证、其他许可和手续 买方必须自担风险和费用，取得任何出口和进口许可证或其他官方许可，在需要办理海关手续时，并办理货物出口的一切海关手续。

A3 运输合同与保险合同 a) 运输合同 无义务。 b) 保险合同 无义务。

B3 运输合同与保险合同 a) 运输合同 无义务。 b) 保险合同 无义务。

A4 交货 卖方必须按照合同约定的日期或期限，或如果未约定日期或期限，按照交付此类货物的惯常时间，在指定的地点将未置于任何运输车辆上的货物交给买方处置。若在指定的地点内未约定具体交货点，或有若干个交货点可使用，则卖方可在交货地点中选择最适合其目的的交货点。

B4 受领货物 买方必须在卖方按照A4和A7/B7规定交货时受领货物。

A5 风险转移 除B5规定者外，卖方必须承当货物灭失或损坏的一切风险，直至已经按照A4规定交货为止。

B5 风险转移 买方必须按照下述规定承当货物灭失或损坏的一切风险：自按照A4规定交货之时起；及由于买方未能按照B7规定通知卖方，则自约定的交货日期或交货期限届满之日起，但以该项货物已正式划归合同项下，即清楚地划出或以其他方式确定为合同项下之货物为限。

A6 费用划分 除B6规定者外，卖方必须负担与货物有关的一切费用，直到已经按照A4规定交货为止。

B6 费用划分 买方必须支付 自按照A4

规定交货之时起与货物有关的一切费用；及在货物交给买方处置而买方未受领货物或未按照B7规定给予卖方相应通知而发生的任何额外费用，但以该项货物已正式划归合同项下，即清楚地划出或以其他方式确定为合同项下之货物为限；及在需要办理海关手续时，货物出口应交纳的一切关税、税款和其他费用，以及办理海关手续的费用。买方必须偿付卖方按照A2规定给予协助时所发生的一切费用。A7 通知买方 卖方必须给予买方有关货物将于何时何地交给买方处置的充分通知。B7 通知卖方 一旦买方有权确定在约定的期限内受领货物的具体时间和/或地点时，买方必须就此给予卖方充分通知。A8 交货凭证、运输单据或有同等作用的电子讯息无义务。B8 交货凭证、运输单据或有同等作用的电子讯息 买方必须向卖方提供已受领货物的适当凭证。A9 查对、包装、标记 卖方必须支付为了将货物交给买方处置所需进行的查对费用（如查对货物品质、丈量、过磅、点数的费用）。卖方必须自付费用提供按照卖方在订立合同前已知的有关该货物运输（如运输方式、目的地）所要求的包装（除非按照相关行业惯例，合同所指货物通常无需包装）。包装应作适当标记。B9 货物检验 买方必须支付任何装运前检验的费用，包括出口国有关当局强制进行的检验。A10 其他义务 应买方要求并由其承当风险和费用，卖方必须给予买方一切协助，以帮助其取得由交货地国和/或原产地国所签发或传送的为买方出口和/或进口货物可能要求的和必要时从他国过境所需要的任何单据或有同等作用的电子讯息。应买方要求，卖方必须向买方提供投保所需的信息。B10 其他义务 买方必须支付因取得A10所述单据或有同等作用的电子讯息而发生的一切费用，

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