

Choice of delivery terms

In modern transport systems, goods are not always inspected at points where the risk is transferred according to Incoterms 2010. To avoid dispute concerning where loss or damage has occurred along the transport chain, it is advisable to agree on terms of delivery where one part bears the risk for the goods during the entire transport.

State incoterms (R) 2010.

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 (R)2010". This prevents problems with interpretation which may arise in countries having their own definition of delivery terms.

Bring recommends the use of Incoterms (R) 2010 for international shipments and strongly advises against forming own delivery terms.

Claim Deadlines, time-bars and liability

Applicable rules	Notice of claim Apparent loss or damage	Not apparent loss or damage	Period of limitation	Limitation of liability for loss of damage
1. Carriage by Sea Haag-Visby Rules. The Rotterdam Rules Applicable national legislation	Upon receipt of goods	3 days 7 days 3 days	1 year 2 years 1 year	SDR*667/package/ SDR 2/kg SDR 875/package/SDR 3/kg SDR 17/kg
2. Carriage by Air The Montreal Convention	Upon receipt of goods	14 days (in the event of delay 21 days)	2 years	SDR/19kg
3. Carriage by Rail CIM Convention	Upon receipt of goods	7 days	1 year	SDR/17 kg
4. Carriage by Road CMR Convention Applicable national legislation	Upon receipt of goods	7 days Without delays	1 year 1 year	SDR 8,33/kg SDR 17/kg
5. Nordic Forwarding NSAB (when liability as carrier)	Upon receipt of goods	7 days	1 year	SDR 8,33/kg Norway SDR 17/kg

Incoterms is a trademark registered by ICC (International Chamber of Commerce). ICC is an international organisation for trade with national sections in the Nordic countries and members from more than 140 countries around the world.

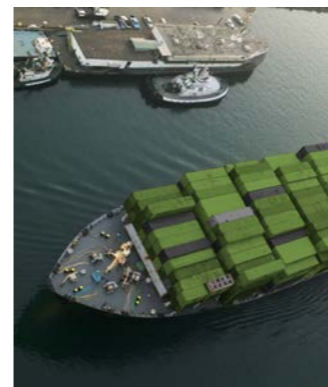
Please observe limitation for carriers above and thus the need for cargo assistance.

Shipping companies and freight forwarders have limited liability regarding the cost of replacement goods due to loss / damage, see table above. You should therefore consider whether any items should be insured for their full value during shipment. In such cases insurance can be taken out directly with an insurance company or the forwarder. Our recommendation would be to take out general transport insurance to ensure the goods are fully insured from point of collection through to delivery. This would also ensure that your product would not simply be subject to the respective transport & shipping industry liability average.
[Contact us for more information.](#)

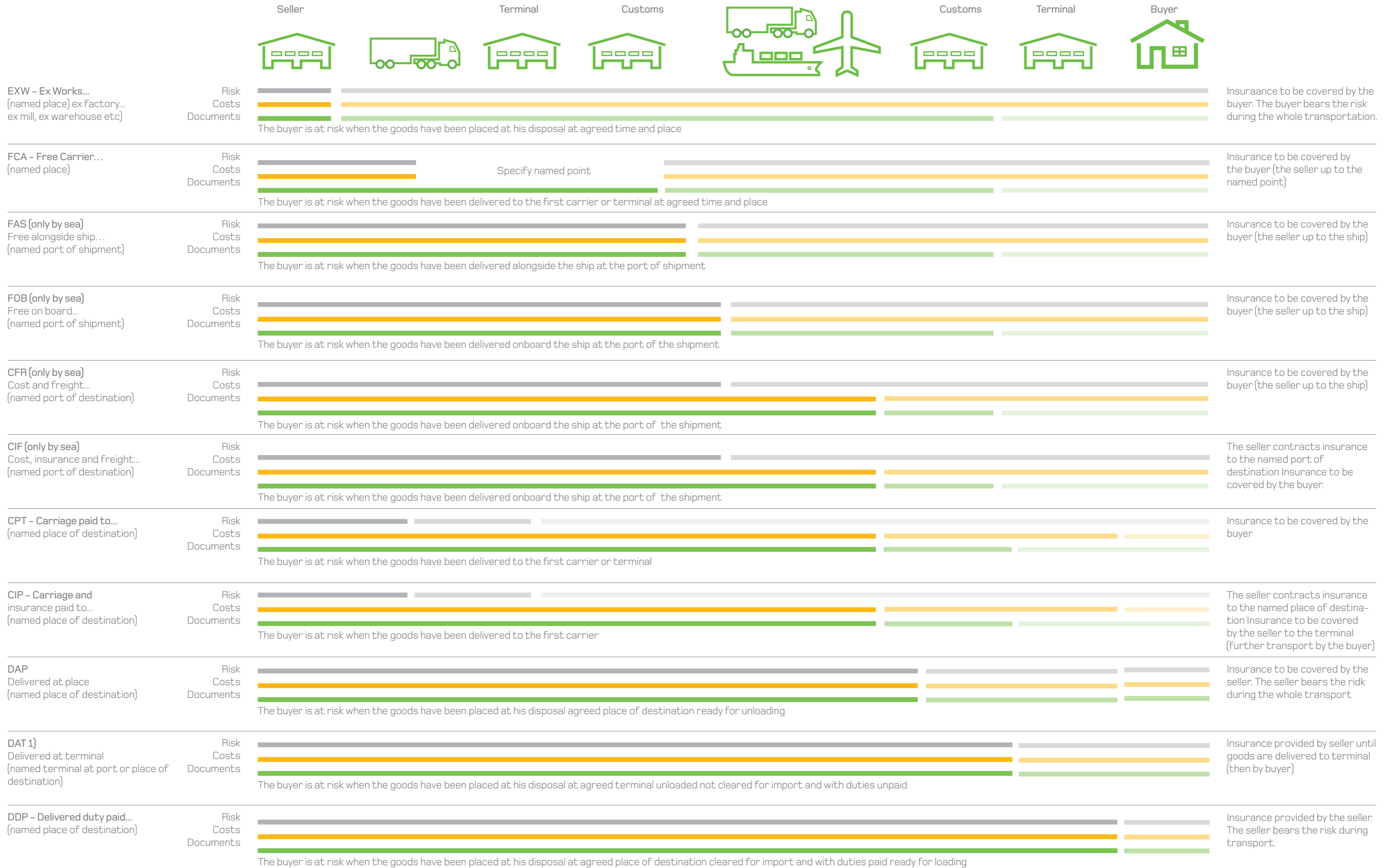
Incoterms® 2010

Delivery terms

Clarifies responsibilities between seller and buyer



Incoterms



1) Named terminal" includes such as quay, warehouse, container yard-, rail- or air cargo terminal at named port or place of destination

Seller's duties As agreed Buyer's duties