

国际贸易实务(双语版)

Chapter Nine Delivery of Goods



Chapter 9 Delivery of Goods

Teaching Plan 4

Teaching Contents

Section Two Delivery Conditions

Teaching time: Two-class hour (90 minutes)

Learning Objectives

Master the delivery Conditions

Important Points:

Delivery Conditions

Difficult Points:

Application of delivery Conditions

Teaching Methodology:

Questions and Answers; Presentation; Group discussion; Case analysis

Teaching Aids:

PPT, blackboard, multimedia classroom

Section Two Delivery Conditions



When the exporter and the importer negotiate a transaction, they should reach an agreement about the details of shipment, such as the time of shipment, port of shipment and port of destination, shipping advice, partial shipment, transshipment, dispatch and demurrage, etc. and specify them in the shipment clause of the sales contract. Clear stipulation of the shipment clause is an important condition for the smooth implement of the contract. Here is an example of shipment clauses:

“Shipment within 30 days after receipt of L/C which must reach the seller not later than the end of May, 2005, failing which the buyer reserves the right to cancel this contract without further notice, or to lodge claims for direct losses sustained from”.



Section Two Delivery Conditions



1. Time of shipment

Time of shipment refers to the deadline by which the seller makes shipment of the cargo.

It is so important to the exporter that he has to consider it carefully. The shipment time should not be too long or too short. Generally, if a shipment were to be made too early, there would be insufficient time for the exporter to get the goods ready. If it is made too late, the exporter will have to wait quite a long time before he can get the payment. There are basically three ways of setting the time of shipment.



Section Two Delivery Conditions



1. Time of shipment

(1) Stipulate shipment with a fixed period of time.

It may read as follows: “shipment during September,2010”, “March shipment,2010” , “shipment at or before the end of June,2010”, “shipment on or before Aug. 20,2010”, “shipment during Oct./ Nov.,2010”, “shipment not later than April 31st,2010”.

No matter which one of them, there is always a definite date or period fixed on, at, before or during which the shipment should be made. If “May shipment ” is stipulated in the contract, then it requires the exporter to make delivery on any day from May 1 to May 31, and a bill of lading from the shipping company in May.



Section Two Delivery Conditions



1. Time of shipment

(2) Stipulate shipment within Days after receipt of letter of credit

“shipment within 30 days after the date of receipt of letter of credit”.

The use of this term is to avoid the risks of losses resulted from the buyer’s failure in opening L/C, or for taking use of L/C as a means of financing preparation for goods. In this case, sellers would like to wait for the arrival of the L/C before getting the goods ready. Therefore, the time of delivery is related with the time of receipt of L/C.



Section Two Delivery Conditions



1. Time of shipment

(3) Stipulate shipment with an indefinite date

For example, “shipment subject to shipping space available”, “shipment by first available steamer”, or “shipment by first opportunity” and some terms with a date in the near future, like “Immediate Shipment”, “Prompt Shipment”, “Shipment as soon as possible”.

However, they are so ambiguous and insecure that we’d better avoid using them in practice.



Section Two Delivery Conditions



2. Ports of shipment and port of destination

Port of shipment refers to the port at which the cargoes are shipped and depart, while port of destination is the port where cargoes are discharged.

Normally, there is **only one port of shipment / destination** for a transaction, but when the cargo is in large amount and/or stored or unloaded at different places, **two or more ports of shipment/destination** are specified, such as “Shanghai and Ningbo” and “One port out of London/ Hamburger/ Rotterdam as the port of destination at the buyer’s option”. In some cases, as the port of shipment/destination is not yet determined at the time the contract is made, a general scope such as “EMP (European Main Port)”, “China port ” may be used. However, **as they are vague and indefinite, we’d better to confirm one port as final before delivery.**



Section Two Delivery Conditions

2. Ports of shipment and port of destination

Attention: If there are optional ports of destination in the contract, where the goods are to be unloaded must be decided and confirmed by the buyer at least 48 hours before the ship arrives at the first optional port, otherwise the goods may be unloaded at any one of the ports at the shipping company's disposal.

II. Shipment clauses

2. Ports of shipment and port of destination

When making decisions of the port of shipment/destination, there are something we should pay more attention.

The names of ports should be stated as clearly as possible;

Provide some optional ports when it is hard to make a final decision;

Consider the regulation of different ports, facilities, charges and some possible sanctions;

Be careful when the same name of different ports appears.

For example, there are 12 “Victoria” ports.



Section Two Delivery Conditions

3. Shipping advice

Shipping advice refers to the notification given by the seller when the goods are shipped on board the vessel to inform the buyer about the port of shipment, the date of shipment, the name of vessel, the estimated time of arrival , and send the buyer copies of the necessary documents so that he can get ready to take delivery. If the seller fail to send the shipping advice to the buyer within the agreed time, the seller should be responsible for the risks and additional charges incurred.



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3. Shipping advice

Sample

20 May, 2000
Kee & Co., Ltd
34 Regent Street
London, UK

Dear Sirs:

Thank you for your letter of 20 May enquiring about the shipment of your order under contract 4632. Please accept my apology for the delay which has been caused by the unavailability of shipping space from Bombay to London.

The matter was, however, in hand and your consignment was shipped yesterday on board SS Pandit which is sailing directly to London.

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3. Shipping advice

I enclose one set of shipping documents comprising:

1. One non-negotiable copy of the bill of lading.
2. Commercial invoice in duplicate.
3. One copy of the certificate of guarantee.
4. One copy of the certificate of quantity.
5. One copy of the insurance policy.

I am glad that we have been able to execute your order as contracted. I trust the goods will reach you in time for the winter selling season and prove to be entirely satisfactory. I will personally ensure that you receive our prompt and careful attention at all times.

Yours faithfully,
Tony Smith
Chief Seller



Section Two Delivery Conditions

4. Partial shipment and transshipment

Partial shipment is made by shipping commodity in more than one lot by several carriers on different dates. In the cases of the large amount of cargoes, the limitation of shipping space, poor loading or unloading facility at the ports of shipment/destination, a dull market, or the possible delay in the manufacturing process, it is necessary to make shipment in several lots.

In the absence of terms as to whether partial shipment or transshipment is allowed or not in the contract, partial shipment or transshipment is to be construed as allowed. But contractual laws in some countries stipulate that : partial shipment or transshipment, if not stipulated in the contract, shall not be deemed to be allowed. It, therefore, should be clearly stipulated in the relevant



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4. Partial shipment and transshipment

Partial shipment

Meanwhile, we'd better specify the time and quantity of each shipment, such as “shipment during May-July in equal lots monthly”, “shipment during April/May/July 1000 tons monthly”

UCP600 stipulates: If any installment (partial shipment) is not shipped within the period allowed for the installment, the credit cease to be available for that and any subsequent installment, unless otherwise stipulated in the credit.

《跟单信用证统一惯例》第600号：除非另有规定，否则其中任何一批未按规定装运，则信用证对本批及以后各批均告失效



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4. Partial shipment and transshipment

Attention:

UCP600 : a presentation consisting of more than one set of transport documents evidencing shipment commencing on the same means of conveyance and for the same journey, provided they indicate the same destination, will not be regarded as covering a partial shipment, even if they indicate different dates of shipment or different ports of loading, places of taking in charge or dispatch. If the presentation consists of more than one set of transport documents, the latest date of shipment as evidenced on any of the sets of transport documents will be regarded as the date of shipment.

表明使用同一运输工具并经由同次航程运输的数套运输单据在同一次提交时，只要显示相同目的地，将不视为部分发运，即使运输单据上标明的发运日期不同或装运港、接管地或发送地点不同。如果交单由数套运输单据构成，其中最晚的一个装运日将被视为装运日。



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4. Partial shipment and transshipment

Transshipment means transferring the cargo from one ship to another at an intermediate port, especially when there is no direct ship between the port of shipment and the port of destination, or no suitable ships available at that time. It also requires the clear statement about “transshipment is (or not) allowed ”. In addition, according to UCP 600, who pays the cost of transshipment should be indicated.

Example:

“Shipment in October 2010, partial shipment and transshipment not allowed”



Thank You !