

CPT (Carriage Paid To)

The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.

Any document to be provided by the seller may be paper or electronic form as agreed or, where there is no agreement, as is customary.

The buyer must pay the price of the goods as provided in the contract of sale. Any document to be provided by the buyer may be in paper or electronic form as agreed or, where there is no agreement, as is customary.

The seller must deliver the goods by handing them over to the carrier contracted in accordance with A4 or by procuring the goods so delivered. In either case the seller must deliver the goods on the agreed date or within the agreed period.

The buyer must take delivery of the goods, when they have delivered under A2 and receive them from the carrier at the named place of destination or if agreed, at the point within that place.

The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstance described in B3.

The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.

If the buyer fails to give notice in accordance with B10, then the buyer bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery, provided that the goods have clearly identified as the contract goods.

The seller must contract or procure a contract for the carriage of the goods from the agreed point of delivery, if any at the place of delivery to the named place of destination or, if agreed any point at that place. The contract of carriage must be made on usual terms at the seller's cost and provide for carriage by the usual route in customary manner of the type normally used for carriage of the type of goods sold. If a specific point is not agreed or is not determined by practice, the seller may select the point of delivery and the named place of destination that best suit its purpose.

The buyer has no obligation to the seller to make a contract of carriage.

The seller has no obligation to the buyer to make a contract of insurance. However, the seller must provide the buyer, at the buyer request, risk and cost, with information in the possession of the seller that the buyer needs for obtaining insurance.

The seller has no obligation to the seller to make a contract of insurance.

If customary or at the buyer's request, the seller must provide the buyer, at the seller's cost, with the usual transport documents for the transport contracted in accordance with A4.

This transport document must cover the contract goods and be dated within the period agreed for shipment. If agreed or customary, the document must also enable the buyer to claim the goods from

the carrier at the named place of destination and enable the buyer to sell the goods in transit by the transfer of the document to a subsequent buyer or by notification to the carrier.

When such a transport document is issued in negotiable form and in several originals, a full set of originals must be presented to the buyer.

The buyer must accept the transport document provided under A6 if it is in conformity with the contract.

Export Clearance where applicable, the seller must carry out and pay for all export clearance formalities required by the country of export, such as;

- Export license
- Security clearance for export;
- Pre-shipment inspection; and
- Any other official authorisation

Assistance with import clearance where applicable, the seller must assist the buyer, at the buyers request, risk and cost, in obtaining any documents and/or information related to all transit/import clearance formalities, including security requirements and pre-shipment inspection, needed by the country of transit or the country of import.

Assistance with export clearance where applicable, the buyer must assist the seller's request, risk and cost obtaining any documents and/or information related to all export clearance formalities, including security requirements and pre-shipment inspection, needed by the country of export.

Import Clearance where applicable, the buyer must carry out and pay for all formalities required by any country of transit and the country of import, such as;

- Import license and any license required for transit
- Security clearance for import and any transit
- Pre-shipment inspection; and
- Any other official authorisation

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, and counting) that are necessary for the purpose of delivering the goods in accordance with A2.

The seller must, at its own cost, package the goods, unless it usual for the particular trade to transport the type of goods sold unpackaged. The seller must package and mark the goods in the manner appropriate for their transport, unless the parties have agreed on specific packing or marking requirements.

The seller must pay:

- A) All costs relating to the goods until they have delivered in accordance with A2, other than those payable by the buyer under B9.
- B) Transport and all other costs resulting from A4, including the costs of loading the goods and transport-related security costs;
- C) Any Charges for unloading at the agreed place of destination but only if those charges were for the sellers account under the contract of carriage;
- D) The costs of transit that were for the seller's account under the contract of carriage;
- E) The costs of providing the usual proof to the buyer under A6 that the goods have been delivered.
- F) Where applicable, duties, taxes and any other costs related to export clearance under A7 (a);
- G) The buyer for the costs and charges related to providing assistance in obtaining documents and information in accordance with B7.

The buyer must pay:

- A) All costs relating to the goods until they have delivered in accordance with A2, other than those payable by the seller under B9.
- B) The costs of transit, unless such costs were for the sellers account under the contract of carriage;
- C) Unloading costs, unless such costs were for the seller's account under the contract of carriage
- D) The seller for all costs and charges related to providing assistance in obtaining documents and information in accordance with A5 and A7;
- E) Where applicable, duties, taxes and any other costs related to transit or import clearance under B7;
- F) Any additional costs incurred if it fails to give notice in accordance with B10, from the agreed date or the end of the agreed period for shipment, provided that the goods have been clearly identified as the contract goods.

The seller must notify the buyer that the goods have been delivered in accordance with A2. The seller must give the buyer any notice required to enable the buyer to receive the goods.

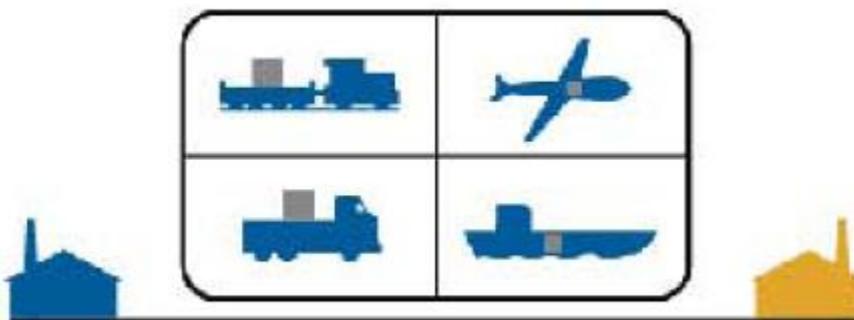
The buyer must, whatever it is agreed that the buyer is entitled to determine the time for dispatching the goods and/or the point of receiving the goods within the named place of destination, give the seller sufficient notice.

1. **Delivery and risk** – “Carriage Paid To” means that the seller delivers the goods – and transfers the risk – to the buyer
 - By handing them over to the carrier
 - Contracted by the seller
 - Or procuring the goods so delivered
 - The seller may do so by giving the carrier physical possession of the goods in the manner and at the place appropriate to the means of transport used.



Once the goods have been delivered to the buyer in this way, the seller does not guarantee that the goods will reach the place of destination in sound condition, in the stated quantity or indeed at all. This is because risks transfer from the seller to the buyer when the goods are delivered to the buyer by handing them over to the carrier; the seller must nonetheless contract for the carriage of the goods from the delivery to the agreed destination. Thus, for example, goods are handed over to a carrier in Las Vegas (which is not a port) for a carriage to Southampton (a port) or to Winchester (which is not a port). In either case, delivery transferring risk to the buyer happens in Las Vegas, and the seller must make a contract of carrier to either Southampton or Winchester.

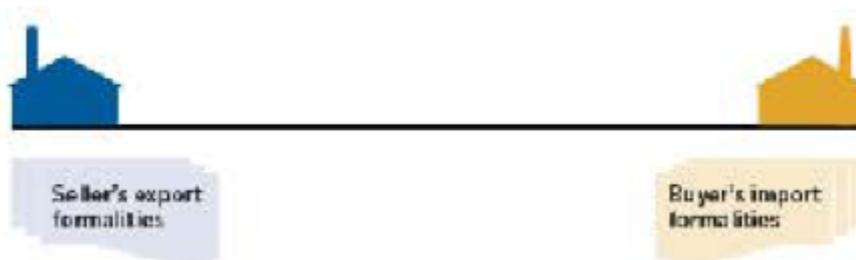
2. **Mode of transport** – This rule may be used irrespective of the mode of transport selected and may also be used where more than one mode of transport is employed.



3. **Places (or points) of delivery and destination** – In CPT, two locations are important: the place or point (if any) at which the goods are delivered (for the transfer of risk) and the place or point agreed as the destination of the goods (as the point to which the seller promises to contract for carriage).
4. **Identifying the place or point of delivery with precision** – The parties are well advised to identify both places, or indeed points within those places, as precisely as possible in the contract of sale. Identifying the place or point (if any) of delivery as precisely as possible is important to cater for the common situation where several carriers are engaged, each for different legs of the transit from delivery to destination. Where this happens and the parties

do not agree on a specific place or point of delivery, the default position is that risk transfers when the goods have been delivered to the first carrier at a point entirely of the sellers choosing and over which the buyer has no control. Should the parties wish the risk to transfer at a later stage (e.g. at a sea or river port or at an airport), they need to specify this in their contract of sale and to carefully think through the consequences of so doing in case the goods are lost or damaged.

5. **Identifying the destination as precisely as possible** – The parties are also well advised to identify as precisely as possible in the contract of sale the point within the agreed place of destination, as this is the point of which the seller must contract for carriage and this is the point to which the costs of carriage fall on the seller.
6. **'or procuring the goods so delivered'** – If the seller incurs costs under its contract of carriage related to unloading at the named place of destination, the seller is not entitled to recover such costs separately from the buyer unless otherwise agreed between the parties.
7. **Costs of unloading at destination** – If the seller incurs costs under its contract of carriage related to unloading at the named place of destination, the seller is not entitled to recover such costs separately from the buyer unless otherwise agreed between the parties.
8. **Export/import clearance** – CPT requires the seller to clear the goods for export, where applicable. However, the seller has no obligation to clear the goods for import or for transit through third countries, or to pay any import duty or to carry out any import customs formalities.



A The Sellers Obligations	B The Buyers Obligations
<p>A1 General Obligations The seller must provide the goods and the commercial invoice in conformity with the contract of sale and any other evidence of conformity that may be required by the contract.</p> <p>Any document to be provided by the seller may be in paper or electronic form as agreed or, where there is no agreement, as is customary.</p>	<p>B1 General Obligations The buyer may pay the price of the goods as provided in the contract of the sale.</p> <p>Any document to be provided by the buyer may be in paper or electronic form as agreed, or where there is no agreement, as is customary.</p>
<p>A2 Delivery The seller must deliver the goods by handing them over to the carrier contracted in accordance with A4 or by procuring the goods so delivered. In either case the seller must deliver the goods on the agreed date or within</p>	<p>B2 Taking Delivery The buyer must take delivery of the goods when they have been delivered under A2 and receive them from the carrier at the named place of destination or if agreed, at the point within that place.</p>

the agreed period.	
<p>A3 Transfer of risks</p> <p>The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstance described in B3.</p>	<p>B3 Transfer of risks</p> <p>The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2.</p> <p>If the buyer fails to give notice in accordance with B10, then the buyer bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery, provided that the goods have been clearly identified as the contract goods.</p>
<p>A4 Carriage</p> <p>The seller must contract or procure a contract for the carriage of the goods from the agreed point of delivery, if any, at the place of delivery to the named place of destination or, if agreed, any point at that place. The contract of carriage must be made on usual terms at the sellers cost and provide the carriage by the usual route in a customary manner of the type normally used for carriage of the type of goods sold. If a specific point is not agreed or is not determined by practice, the seller may select the point of delivery and the point at the named place of destination that best suits its purpose.</p> <p>The seller must comply with any transport-related security requirements for transport to destination.</p>	<p>B4 Carriage</p> <p>The buyer has no obligation to the seller to make a contract of carriage.</p>
<p>A5 Insurance</p> <p>The seller has no obligation to the buyer to make a contract of insurance. However, the seller must provide the buyer, at the buyers request, risk and cost, with information in the possession of the seller that the buyer needs for obtaining insurance.</p>	<p>B5 Insurance</p> <p>The buyer has no obligation to the seller to make a contract of insurance.</p>
<p>A6 Delivery/transport document</p> <p>If customary or at the buyers request, the seller must provide the buyer, at the sellers cost, with the usual transport document(s) for the transport contracted in accordance with A4.</p> <p>This transport document must cover the contract goods and be dated within the period agreed for shipment. If agreed or customary, the document must also enable the buyer to claim the goods from the carrier at the named place of destination and enable the buyer to</p>	<p>B6 Delivery/transport document</p> <p>The buyer must accept the transport document provided under A6 if it is in conformity with the contract.</p>

<p>sell the goods in transit by the transfer of the document to a subsequent buyer or by notification to the carrier.</p> <p>When such transport document is issued in negotiable form and in several originals, a full set of originals must be presented to the buyer.</p>	
<p>A7 Export/import licence</p> <p>a) Export Clearance Where applicable, the seller must carry out and pay for all export clearance formalities required by the country of export, such as:</p> <ul style="list-style-type: none"> • Export licence; • Security clearance for export; • Pre-shipment inspection; and • Any other official authorization <p>b) Assistance with import clearance Where applicable, the seller must assist the buyer, at the buyers request, risk and costs, in obtaining any documents and/or information related to all transit/import clearance formalities, including security requirements and pre-shipment inspection, needed by any country of transit or the country of import.</p>	<p>B7 Export/import licence</p> <p>a) Assistance with export clearance Where applicable, the buyer must assist the seller at the sellers request, risk and cost in obtaining any documents and/or information related to all export clearance formalities, including security requirements and pre-shipment inspection, needed by the country of export.</p> <p>b) Import Clearance Where applicable, the buyer must carry out and pay for all formalities required by any country of transit and the country of import, such as:</p> <ul style="list-style-type: none"> • Import licence and any licence required for transit; • Security clearance for import and any transit; • Pre-shipment inspection; and • Any other official authorization
<p>A8 Checking/packaging/marking</p> <p>The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing and counting) that are necessary for the purpose of delivering the goods in accordance with A2.</p> <p>The seller must, at its own cost, package the goods, unless it is usual for the particular trade to transport the type of goods sold unpackaged. The seller must package and mark the goods in the manner appropriate for their transport, unless the parties have agreed on specific packaging or marking requirements.</p>	<p>B8 Checking/packaging/marking</p> <p>The buyer has no obligation to the seller.</p>
<p>A9 Allocation of costs</p> <p>The seller must pay:</p> <p>a) All costs relating to the goods until they have been delivered in accordance with A2, other than those payable by the buyer under B9;</p> <p>b) Transport and all other costs resulting</p>	<p>B9 Allocation of costs</p> <p>The buyer must pay:</p> <p>a) All costs relating to the goods from the time they have been delivered under A2, other than those payable by the seller under A9;</p> <p>b) The costs of transit, unless such costs</p>

<p>from A4, including the costs of loading the goods and transport-related security costs;</p> <ul style="list-style-type: none"> c) Any charges for unloading at the agreed place of destination but only if those charges were for the sellers account under the contract of carriage; d) The costs of transit that were for the sellers account under the contract of carriage; e) The costs of providing the usual proof to the buyer under A6 that the goods have been delivered; f) Where applicable, duties, taxes and any other costs related to export clearance under A7(a); and g) The buyer for all costs and charges related to providing assistance in obtaining documents and information in accordance with B7(a). 	<p>were for the sellers account under the contract of the carriage;</p> <ul style="list-style-type: none"> c) Unloading costs, unless such costs were for the sellers account under the contract of carriage; d) The seller for all costs and charges related to providing assistance in obtaining documents and information in accordance with A5 and A7(b); e) Where applicable, duties, taxes and any other costs related to transit or import clearance under B7(b); and f) Any additional costs incurred if it fails to give notice in accordance with B10, from the agreed date or the end of the agreed period for shipment, provided that the goods have been clearly identified as the contract goods.
<p>A10 Notices The seller must notify the buyer that the goods have been delivered in accordance with A2.</p> <p>The seller must give the buyer any notice required to enable the buyer to receive the goods.</p>	<p>B10 Notices The buyer must, whenever it is agreed that the buyer is entitled to determine the time for dispatching the goods and/or the point of receiving the goods within the named place of destination, give the seller sufficient notice.</p>