

## **DAP (Delivery at Place)**

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

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.

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 placing them at the disposal of the buyer on the arriving means of transport ready for unloading at the agreed point, if any, at the named place of destination 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 been delivered under A2.

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 circumstances 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:

- a) The buyer fails to fulfil its obligations in accordance with B7, then it bears all resulting risks of loss of or damage to the goods; or
- b) The buyer fails to give notice in accordance with B10, then it 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.

The seller must contract or arrange at its own cost for the carriage of the goods to the named place of destination or to the agreed point, if any, at the named place of destination. If a specific point is not agreed or is not determined by practice, the seller may select the point at the named place of destination that best suits its purpose.

The seller must comply with any transport-related security requirements for transport to the destination.

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.

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

The seller must provide the buyer, at the seller's cost, with any document required to enable the buyer to take over the goods.

The buyer must accept the document provided under A6.

- a) **Export and transit clearance** Where applicable, the seller must carry out and pay for all export and transit clearance formalities required by the country of export and any country of transit (other than the country of import), such as;
- Export/transit licence;
  - Security clearance for export/transit
  - Pre-shipment inspection; and
  - Any other official authorization
- b) **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 import clearance formalities, including security requirements and pre-shipment inspection, needed by the country of import.
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- a) **Assistance with export and transit 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/transit clearance formalities, including security requirements and pre-shipment inspection, needed by country of export and any country of transit (other than the country of import)
- b) **Import Clearance** Where applicable, the buyer must carry out and pay for all formalities required by the country of import, such as:
- Import licence;
  - Security clearance for import;
  - Pre-shipment inspection; and
  - Any other official authorisation

The seller must pay the costs of those checking operations (such as checking quality, measuring, weighing, 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 is usual for the particular trade to transport the type of goods sold un-packaged. 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.

The buyer has no obligation to the seller.

The seller must pay:

- All costs relating to the goods and their transport until they have been delivered in accordance with A2, other than those payable by the buyer under B9;
- Any charges for unloading at the place of destination but only if those charges were for the sellers account under the contract of carriage.
- The costs providing the delivery/transport documents under A6;
- Where applicable, duties, taxes and any other costs related to export and any transit clearance under A7(a); and

- e) The buyer for all costs and charges related to providing assistance in obtaining documents and information in accordance with B5 and B7(a).

The buyer must pay:

- a) All costs relating to the goods from the time they have been delivered under A2;
- b) All costs of unloading necessary to take delivery of the goods from the arriving means of transport at the named place of destination, unless such costs were for the seller's account under the contract of carriage;
- c) The seller for all costs and charges related to providing assistance in obtaining documents and information in accordance with A7(b);
- d) Where applicable, duties, taxes and any other costs related to import clearance under B7(b);
- e) Any additional costs incurred by the seller if the buyer fails to fulfil its obligation in accordance with B7 or to give notice in accordance with B10, provided that the goods have been clearly identified as the contract goods.

The seller must give the buyer any notice required to enable the buyer to receive the goods.

The buyer must, whenever it is agreed that the buyer is entitled to determine the time within an agreed period and/or the point of taking delivery within the named place of destination, give the seller sufficient notice.

1. **Delivery and risk**- "Delivered at Place" means that the seller delivers the goods- and transfers risk- to the buyer
  - When the goods are placed at the disposal of the buyer
  - On the arriving means of transport ready for unloading
  - At the named place of destination or
  - At the agreed point within that place, if any such point is agreed.

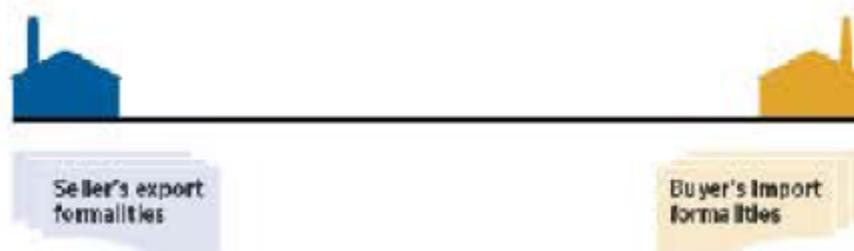


The seller bears all risks involved in bringing the goods to the named place of destination or to the agreed point within that place. In this Incoterms rule, therefore, delivery and arrival at destination are the same.

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. **Identifying the place or point of delivery/destination precisely** – The parties are well advised to specify the destination place or point as clearly as possible and this is for several reasons. First, risk of loss of or damage to the goods transfers to the buyer at that point of delivery/destination – and it is best for the seller and the buyer to be clear about the point

at which that critical transfer happens. Secondly, the costs before that place or point of delivery/destination are for the account of the seller and the costs after that place or point are for the account of the buyer. Thirdly, the seller must contract or arrange for the carriage of the goods to the agreed place or point of delivery/destination. If it fails to do so, the seller is in breach of its obligations under the Incoterms DAP rule and will be liable to the buyer for any ensuing loss. Thus, for example, the seller would be responsible for any additional costs levied by the carrier to the buyer for any additional on-carriage.

4. **'or procuring the goods so delivered'** – The reference to “procure” here caters for multiple sales down a chain (string sales), particularly common in the commodity trades.
5. **Unloading costs** – The seller is not required to unload the goods from the arriving means of transportation. However, if the seller incurs costs under its contract of carriage related to unloading at the place of delivery/destination, the seller is not entitled to recover such costs separately from the buyer unless otherwise agreed between the parties.
6. **Export/import clearance** – DAP 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 post-delivery transit through third countries, to pay any import duty or to carry out any import customs formalities. As a result, if the buyer fails to organize import clearance, the goods will be held up at a port or inland terminal in the destination country. Who bears the risk of any loss that may occur while the goods are thus held up at the port of entry in the destination country? The answer is the buyer: delivery will not have occurred yet, B3(a) ensuing that the risk of loss of or damage to the goods is with the buyer until transit to a named inland point can be resumed, if, in order to avoid this scenario, the parties intend the seller to clear the goods for import, pay any import duty or tax and carry out any import custom formalities, the parties might consider using DDP.



The Sellers Obligations	The Buyers Obligations
<p><b>A1 General obligations</b> 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</p>	<p><b>B1 General obligations</b> The buyer must pay the price of the goods as provided in the contract of 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>agreed or, where there is no agreement, as is customary.</p>	
<p><b>A2 Delivery</b> The seller must deliver the goods by placing them at the point of disposal of the buyer on the arriving means of transport ready for unloading at the agreed point, if any, at the named place of destination or by procuring the goods so delivered. In either case the seller must deliver the goods on the agreed date or within the agreed point.</p>	<p><b>B2 Taking Delivery</b> The buyer must take delivery of the goods when they have been delivered under A2.</p>
<p><b>A3 Transfer of risks</b> 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 circumstances described in B3.</p>	<p><b>B3 Transfer of risks</b> The buyer bears all risks of loss of or damage to the goods from the time they have been delivered under A2. If:</p> <ul style="list-style-type: none"> <li>a) The buyer fails to fulfil its obligations in accordance with B7, then it bears all resulting risks of loss of or damage to the goods; or</li> <li>b) The buyer fails to give notice in accordance with B10, then it bears all risks of loss of or damage to the goods from the agreed date or the end of the agreed period for delivery,</li> </ul> <p>Provided that the goods have been clearly identified as the contract goods.</p>
<p><b>A4 Carriage</b> The seller must contract or arrange at its own costs for the carriage of the goods to the named place of destination or to the place of the agreed point, if any, at the named place of destination. If a specific point is not agreed or is not determined by practice, the seller may select the point at the best 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><b>B4 Carriage</b> The buyer has no obligation to the seller to make a contract of carriage.</p>
<p><b>A5 Insurance</b> The seller has no obligation to the buyer to make a contract of insurance.</p>	<p><b>B5 Insurance</b> The buyer has no obligation to the seller to make a contract of insurance. However, the buyer must provide the seller, at the seller's request, risk and cost, with information that the seller needs for obtaining insurance.</p>
<p><b>A6 Delivery/transport document</b></p>	<p><b>B6 Delivery/transport document</b></p>

<p>The seller must provide the buyer, at the seller's cost, with any document required to enable the buyer to take over the goods.</p>	<p>The buyer must accept the document provided under A6.</p>
<p><b>A7 Export/import clearance</b></p> <p>a) <b>Export Clearance</b> Where applicable, the seller must carry out and pay for all export and transit clearance formalities required by the country of export and any country of transit (other than the country of import), such as:</p> <ul style="list-style-type: none"> <li>• Export licence;</li> <li>• Security clearance for export;</li> <li>• Pre-shipment inspection; and</li> <li>• Any other official authorization</li> </ul> <p>b) <b>Assistance with import clearance</b> Where applicable, the seller must assist the buyer, at the buyer's request, risk and costs, in obtaining any documents and/or information related to all clearance formalities, including security requirements and pre-shipment inspection, needed by any the country of import.</p>	<p><b>B7 Export/import licence</b></p> <p>a) <b>Assistance with export clearance</b> Where applicable, the buyer must assist the seller at the seller's request, risk and cost in obtaining any documents and/or information related to all export/transit clearance formalities, including security requirements and pre-shipment inspection, needed by the country of export and any country of transit (other than the country of import).</p> <p>a) <b>Import Clearance</b> Where applicable, the buyer must carry out and pay for all formalities required by the country of import, such as:</p> <ul style="list-style-type: none"> <li>• Import licence</li> <li>• Security clearance for import</li> <li>• Pre-shipment inspection; and</li> <li>• Any other official authorization</li> </ul>
<p><b>A8 Checking/packaging/marking</b></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><b>B8 Checking/packaging/marking</b></p> <p>The buyer has no obligation to the seller.</p>
<p><b>A9 Allocation of costs</b></p> <p>The seller must pay:</p> <p>a) All costs relating to the goods and their transport until they have been unloaded and delivered in accordance with A2, other than</p>	<p><b>B9 Allocation of costs</b></p> <p>The buyer must pay:</p> <p>a) All costs relating to the goods from the time they have been delivered under A2;</p> <p>b) All costs of unloading necessary to take delivery of the goods from the</p>

<p>those payable by the buyer under B9;</p> <ul style="list-style-type: none"> <li>b) Any charges for unloading at the place of destination but only if those charges were for the sellers account under the contract of carriage;</li> <li>c) The costs of providing the delivery/transport document under A6;</li> <li>d) Where applicable, duties, taxes and any other costs related to export and any transit clearance under A7(a); and</li> <li>e) The buyer for all costs and charges related to providing assistance in obtaining documents and information in accordance with B5 and B7(a).</li> </ul>	<p>arriving means of transport at the named place of destination, unless such costs were for the sellers account under the contract of carriage.</p> <ul style="list-style-type: none"> <li>c) The seller for all costs and charges related to providing assistance in obtaining documents and information in accordance with A7(b);</li> <li>d) Where applicable, duties, taxes and any other costs related to import clearance under B7(b); and</li> <li>e) Any additional costs incurred by the seller if the buyer fails to fulfil its obligations in accordance with B7 or to give notice in accordance with B10, provided that the goods have been clearly identified as the contract goods.</li> </ul>
<p><b>A10 Notices</b> The seller must give the buyer any notice required to enable the buyer to receive the goods.</p>	<p><b>B10 Notices</b> The buyer must, whenever it is agreed that the buyer is entitled to determine the time within an agreed period and/or the point of taking delivery within the named place of destination, give sufficient notice.</p>