

Enige juridische kwesties bij export

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Rogier van den Heuvel

Export

- Algemene vragen
 - Aan consumenten of aan professionele partijen?
 - Via webshop (consumentenbescherming)?
- Traditionele verkoop. Zorg in ieder geval voor:
 - heldere omschrijving van wat, wanneer en hoe er geleverd wordt;
 - Heldere omschrijving van wat wanneer en hoe er betaald wordt;
 - Algemene voorwaarden op orde;
- Douaneregelingen?
- Sancties?

Levering – hoe en waar? Incoterms

■ COSTS ■ RISK ■ INSURANCE
■ All modes of transport ■ Sea and inland waterways



DESCRIPTION	FREIGHT/RISK				MORE DETAILS	
EXW Ex Works	SELLER			BUYER	Freight Seller's premises. Risk Seller's premises.	Seller is only responsible for making the goods available at the seller's premises. The buyer bears the full risk from there to the destination.
	SELLER			BUYER		
	SELLER			BUYER		
FCA Free Carrier	SELLER			BUYER	Freight Freight handler. Risk Freight handler.	Seller is responsible for delivery to the custody of the carrier, which is provided by the buyer. Risk is transferred as soon as loading has taken place.
	SELLER			BUYER		
	SELLER			BUYER		
CPT Carriage Paid to		SELLER		BUYER	Freight Destination. Risk First freight handler.	Seller delivers the goods to the carrier at an agreed place of delivery and pays for transport to the named destination. Risk is transferred at the place of delivery, whereas seller pays for transport to the destination.
	SELLER			BUYER		
	SELLER			BUYER		
CIP Carriage and Insurance Paid to		SELLER		BUYER	Freight Destination. Risk First freight handler.	Seller delivers the goods to the carrier at an agreed place of delivery and pays for transport and insurance to the named destination. Risk is transferred at the place of delivery, whereas seller pays for transport and insurance to the destination.
	SELLER			BUYER		
		SELLER		BUYER		
DAT Delivered at Terminal		SELLER		BUYER	Freight: Destination. Risk: Destination.	Seller delivers the goods unloaded at a specified place inside the agreed terminal. Risk is transferred as soon as the goods have been unloaded.
		SELLER		BUYER		
		SELLER		BUYER		
DAP Delivered at Place		SELLER		BUYER	Freight: Place of destination. Risk: Arriving means of transport at destination.	Seller delivers the goods to the disposal of the buyer on the arriving means of transport at the agreed place. Seller assumes the risk until the goods are made ready for unloading from the arriving means of transport.
		SELLER		BUYER		
		SELLER		BUYER		
DDP Delivered Duty Paid		SELLER		BUYER	Freight Destination. Risk Destination.	Seller is responsible for bringing the goods to the destination, paying any duty and making the goods available to the buyer. Risk is transferred as soon as the buyer has access to the goods ready for unloading at the agreed destination.
		SELLER		BUYER		
		SELLER		BUYER		
FAS Free Alongside Ship		SELLER		BUYER	Freight Shipside in port of departure. Risk Shipside in port of departure.	Seller is responsible for delivery of the goods at the quay alongside the ship. From this point onwards, risk lies with the buyer.
		SELLER		BUYER		
		SELLER		BUYER		
FOB Free on Board		SELLER		BUYER	Freight On board ship. Risk On board ship.	Seller is responsible for delivery of the goods loaded on board the ship. Risk is transferred as soon as the goods have been set down inside the ship.
		SELLER		BUYER		
		SELLER		BUYER		
CFR Cost and Freight		SELLER		BUYER	Freight Port of destination. Risk On board ship.	Seller covers cost of freight, duty unpaid, to the named port of destination. Risk is transferred as soon as the goods have been set down inside the ship.
		SELLER		BUYER		
		SELLER		BUYER		
CIF Cost, Insurance and Freight		SELLER		BUYER	Freight Port of destination. Risk Port of destination.	Seller covers cost of insurance and freight, duty unpaid, to the named port of destination. Risk is transferred as soon as the goods have been set down inside the ship.
		SELLER		BUYER		
		SELLER		BUYER		

Incoterms

- X quantity of Y product, delivery on or before 31 May 2019, FOB Curacao (Incoterms 2010), betekent dat verkoper de goederen aan boord van een door koper te stellen en te noemen schip moet afleveren en dus ook voor de uitklaring moet zorgen. Risico gaat over zodra de goederen geladen zijn.
- X quantity of Y product, delivery on or before 31 May 2019, DDP Paris (Incoterms 2010), betekent dat de verkoper de goederen voor de deur, niet uitgeladen, op een adres in Parijs moet afleveren. Kosten en risico tot dan voor verkoper.

Algemene voorwaarden

- Stel ze (ook) op in het Engels/Spaans (in ieder geval een taal die uw klant begrijpt).
- Stel ze beschikbaar / ter hand (hyperlink)
- Beperking van uw aansprakelijkheid
- Ook bij termijnoverschrijding (late levering)
- Toepasselijk recht
- Geschillenbeslechting
- **Verklaar ze van toepassing! En verwerp die van de koper als hij die van hem noemt.**
- Battle of forms

Algemene voorwaarden

We herewith offer you X quantity of Y goods, FOB Curacao (date to be agreed) @ [price, dus inclusief kosten voor FOB-verplichtingen verkoper]. Our general conditions ([link](#)) apply.

We herewith offer you X quantity of Y goods, FOB Curacao (date to be agreed) @ [price, dus inclusief kosten voor FOB-verplichtingen verkoper]. Our general conditions ([link](#)), that also contain a limitation of liability, apply.

U kunt ook spelen met “limited warranty conditions”.

Bevoegde rechter/arbitrage

Bijvoorbeeld:

Any dispute between the parties shall be exclusively settled in accordance with the rules of the Arbitration Institute of the Netherlands Antilles and Aruba. The place of arbitration shall be Curacao. Notwithstanding, the Seller can choose to bring a dispute before the Curaçao court, or before any other court that would have jurisdiction in accordance with its applicable rules.

Alternatieven: NAI (Nederlands Arbitrage Instituut) ICC (International Chamber of Commerce). Zittingen kunnen overal ter wereld. Arbitrage is snel, maar duurder.

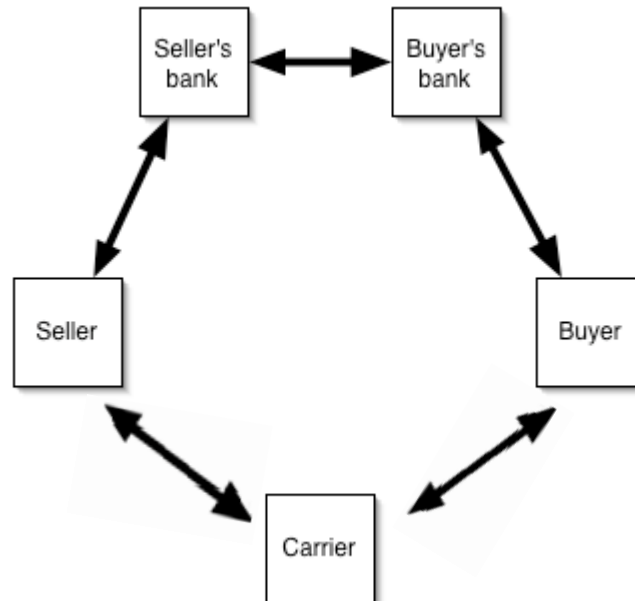
Partijen arbitrageverdrag



Betaling

- Vooruitbetaling?
- (deel)betaling achteraf (risico is duidelijk)
- Letter of Credit?

Bank betaalt tegen overlegging van overeengekomen documenten (B/L; evt. surveillancedocumenten).



Douaneregelingen

- Ter besparing op invoerrechten
- Opslag in de freezone?
- Tijdelijke invoer voor veredeling?

Internationale sancties

Sanctielijsten:

- Europese Unie
- Verenigde Naties
- Verenigde Staten (US persons; overcompliance? Secondary sanctions?)

Bedankt voor uw aandacht!

