



Commercial Rules Incoterms & Sharing of the Responsibilities

The **Incoterms** rules or **International Commercial Terms** are a series of pre-defined commercial terms published by the International Chamber of Commerce (ICC) that are widely used in International commercial transactions or Procurement processes. A series of three-letter trade terms related to common contractual sales practices, the Incoterms rules are intended primarily to clearly communicate the tasks, costs, and risks associated with the transportation and delivery of goods. (<http://en.wikipedia.org/wiki/Incoterms>).

On each order managed by Exatec ATM, and then, on each invoice, the incoterms code negotiated and the place of delivery are always mentioned.

Regarding the goods picked up from Exatec ATM location through the incoterms Ex Works (Code EXW), if the transport company picking the goods, doesn't mention any restriction, comment or claim for the goods, the packaging, or any visible damage or unsafe packaging, then, Exatec ATM won't be responsible for any damage claimed at the delivery, considering it has happened during the transport.

Regarding the goods shipped by Exatec ATM or with the responsibility of Exatec ATM, means all Incoterms codes except EXW ; at the reception of the goods on the place mentioned with the Incoterms code, the customer, or its representative has to check the external aspect of the packages in the presence of the driver/transporter. In case of visible damages or in case of doubts regarding the integrity of the goods in the packages (breakage's sound), it's imperative to express reservations in writing on the transport document, preliminary and mandatory condition to open a litigation procedure. Under these conditions and depending on the incoterms code written in the order, the litigation will be managed by Exatec ATM in connection with its insurance company.

In case of missing commented reservations, Exatec ATM won't be able to transmit any claim to the insurance company nor take charge of the damages whatever the incoterms terms in the order.

The reservations have to be clearly written on the transport's document, with mention of the date, the hour, the place, the name of the person and his signature.

Please, pay attention if the incoterms place is not the final destination, but an in-between place as the customer's forwarder's facility, the Exatec ATM's responsibility ends at this place and its insurance policy also. In case of damages reported at the final destination, the Exatec ATM's insurance policy won't be able to cover the damages, considering there is a legitimate doubt that the incident causing damages happened after the incoterms place.

These rules will apply for all orders given to Exatec ATM except specific cases, clearly mentioned and agreed between Exatec ATM and its customer.