DES

目的港船上交货

（……指定目的港）  
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“目的港船上交货（……指定目的港）”是指在指定的目的港，货物在船上交给买方处置，但不办理货物进口清关手续，卖方即完成交货。卖方必须承担货物运至指定的目的港卸货前的一切风险和费用。如果当事各方希望卖方负担卸货的风险和费用，则应使用DEQ术语。  
只有当货物经由海运或内河运输或多式联运在目的港船上货时，才能使用该术语。  
　  
A　卖方义务  
B　买方义务  
A1　提供符合合同规定的货物  
卖方必须提供符合销售合同规定的货物和商业发票或有同等作用的电子信息，以及合同可能要求的、证明货物符合合同规定的其他凭证。  
B1　支付价款  
买方必须按照销售合同规定支付价款。  
A2　许可证、其他许可和手续  
卖方必须自担风险和费用，取得任何出口许可证或其他官方许可或其他必要文件，并在需要办理海关手续时办理货物出口和从他国过境所需的一切海关手续。  
B2　许可证、其他许可和手续  
买方必须自担风险和费用，取得任何进口许可证或其他官方许可，并在需要办理海关手续时办理货物进口所需的一切海关手续。  
A3　运输合同与保险合同  
a)运输合同  
卖方必须自付费用订立运输合同，将货物运至指定目的港的指定的点。如未约定或按照惯例也无法确定具体交货点，则卖方可在指定的目的港选择最适合其目的的交货点。  
b)保险合同  
无义务。  
B3　运输合同和保险合同  
a)运输合同  
无义务。  
b)保险合同  
无义务。  
A4　交货  
卖方必须在约定的日期或期限内，在指定的目的港按照A3a)指定的卸货点，将货物于船上交给买方处置，以便货物能够由适合该项货物特点的卸货设备从船上卸下。  
B4　受领货物  
买方必须在卖方按照A4规定交货时受领货物。  
A5　风险转移  
除B5规定者外，卖方必须承担货物灭失或损坏的一切风险，直至已经按照A4规定交货为止。  
B5　风险转移  
买方必须承担按照A4规定交货之时起货物灭失或损坏的一切风险。  
如买方未按照B7规定通知卖方，则必须自约定的交货日期或交货期限届满之日起，承担货物灭失或损坏的一切风险，但以该项货物已正式划归合同项下，即清楚地划出或以其他方式确定为合同项下之货物为限。  
A6　费用划分  
除B6规定者外，卖方必须支付  
• 按照A3a)规定发生的费用，以及按照A4规定交货前与货物有关的一切费用；及   
• 在需要办理海关手续时，货物出口需要办理的海关手续费用及货物出口时应交纳的一切关税、税款和其他费用，以及按照A4规定交货前从他国过境的费用。   
B6　费用划分  
买方必须支付  
• 自按照A4规定交货之时起与货物有关的一切费用，包括为受领货物所需要的货物从船上卸下的卸货费；及   
• 如货物按照A4规定交给买方处置而未受领货物，或未按照B7规定通知卖方，由此而发生的一切额外费用，但以该项货物已正式划归合同项下，即清楚地划出或以其他方式确定为合同项下之货物为限；及   
• 在需要办理海关手续时，货物进口所需办理的海关手续费用及应交纳的一切关税、税款和其他费用。   
A7　通知买方  
卖方必须给予买方有关按照A4规定指定的船只预期到达时间的充分通知，以及要求的任何其他通知，以便买方能够为受领货物而采取通常必要的措施。  
B7　通知卖方  
一旦买方有权决定在约定期限内的时间和／或在指定的目地港受领货物的点，买方必须就此给予卖方充分通知。  
A8　交货凭证、运输单据或有同等作用的电子讯息  
卖方必须自付费用向买方提供提货单和／或通常运输单据（如可转让提单、不可转让海运单、内河运输单据或多式联运单据）以使买方得以在目的港从承运人处受领货物。如买卖双方约定以电子方式通讯，则前项所述单据可以由具有同等作用的电子数据交换（EDI）讯息代替。  
B8　交货凭证、运输单据或有同等作用的电子讯息  
买方必须接受按照A8规定提供的提货单或运输单据。  
A9　查对、包装、标记  
卖方必须支付为按照A4规定交货所需进行的查对费用（如核对货物品质、丈量、过磅、点数的费用）。  
卖方必须自付费用提供为交付货物所要求的包装（除非按照相关行业惯例，合同所指货物无需包装即可交货）。包装应作适当标记。  
B9　货物检验  
买方必须支付任何装运前检验的费用，但出口国有关当局强制进行的检验除外。  
A10　其他义务  
应买方要求并由其承担风险和费用，卖方必须给予买方一切协助，以帮助买方取得由装运地国和／或原产地国所签发或传送的、为买方进口货物可能要求的任何单据或有同等作用的电子讯息（A8所列的除外）。  
应买方要求，卖方必须向买方提供投保所需的信息。  
B10　其他义务  
买方必须支付因获取A10所述单据或有同等作用的电子讯息所发生的一切费用，并偿付卖方因给予协助而发生的费用。

DES  
DELIVERED EX SHIP  
(... named port of destination)  
"Delivered Ex Ship " means that the seller delivers when the goods are placed at the disposal of the buyer on board the ship not cleared for import at named port of destination. The seller has to bear all the costs and fisks involved in bringing the goods to the named port of destination before discharging. If the parties wish the seller to bear the costs and fish of discharging the goods, then the DEQ term should be used.  
This terms can be used only when the goods am to be delivered by sea or inland waterway or multimodal transport on a vessel in the port of destination.  
ＡTHE SELLER'S OBLIGATIONS  
ＢTHE BUYER'S OBLIGATIONS  
A1 Provision of goods in conformity with the contract  
The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may he required by the contract.  
B1 Payment of the price  
The buyer must pay the price as provided in the contract of sale.  
A2 Licences, authorisations and formalities  
The seller must obtain at his own risk and expense any export licence or other official authorisation or other documents and carry out, where applicable1 , all customs formalities necessary for the export of the goods and for their transit through any country.  
B2 Licences, authorisations and formalities  
The buyer must obtain at his own risk and expense any import licence or other official authorisation and carry out, where applicable2 , all customs formalities necessary for the import of the goods.  
A3 Contracts of carriage and insurance  
a) Contract of carriage  
The seller must contract at his own expense for the carriage of the goods to the named point, if any, at the named port of destination. If a point is not agreed or is not determined by practice, the seller may select the point at the named port of destination which best suits his purpose.  
b) Contract of insurance  
No obligation3.  
B3 Contracts of carriage and insurance  
a) Contract of carriage  
No obligation4.  
b) Contract of insurance  
No obligation5.  
 A4 Delivery  
The seller must place the goods at the disposal of the buyer on board the vessel at the unloading point referred to in A3 a), in the named port of destination on the date or within the agreed period, in such a way as to enable them to he removed from the vessel by unloading equipment appropriate to the nature of the goods.  
B4 Taking delivery  
The buyer must take delivery of the goods when they have been delivered in accordance with A4.  
A5 Transfer of risks  
The seller must, subject to the provisions of B5, bear all risks of loss of or damage to the goods until such time as they have been delivered in accordance with A4.  
B5 Transfer of risks  
The buyer must bear all risks of loss of or damage to the goods frorn the time they have been delivered in accordance with A4.  
The buyer must, should he fail to give notice in accordance with B7, bear all risks of loss of or damage to the goods from the agreed date or the expiry date of the agreed period for delivery provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.  
A6 Division of costs  
The seller must, subject to the provisions of B6, pay  
• In addition to coats resulting from A3 a) , all costs relating to the goods until such time as they have been delivered in accordance with A4; and   
• where applicable6, the costs of customs formalities necessary for export as well as all duties, taxes or other charges payable upon export of the goods and for their transit through any country prior to delivery in accordance with A4.   
B6 Division of costs  
The buyer must pay  
• all costs relating to the goods from the time they have been delivered in accordance with A4, including the expenses of discharge operations necessary to take delivery of the goods from the vessel; and   
• all additional costs incurred if he fails to take delivery of the goods when they have been placed at his disposal in accordance with A4, or to give notice in accordance with B7, provided, however, that the goods have been appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.   
• where applicable7 , the coats of customs formalities as well as all duties, taxes and other charges payable upon import of the goods.   
A7 Notice to the buyer  
The seller must give the buyer sufficient notice of the estimated time of arrival of the nominated vessel in accordance with A4 as well as any other notice required in order to allow the buyer to take measures which are normally necessary to enable him to take delivery of the goods.  
B7 Notice to the seller  
The buyer must, whenever he is entitled to determine the time within an agreed period and/or the point of taking delivery in the named port of destination, give the seller sufficient notice thereof.  
 A8 Proof of delivery,transport document or equivalent electronic message  
The seller must provide the buyer at the seller's expense with the delivery order and/or the usual transport document (for example a negotiable bill of lading, a non negotiable sea waybill, an inland waterway document, or a multimodal transport document) to enable the buyer to claim the goods from the carrier at the port of destination.  
Where the seller and the buyer have agreed to communicate electronically, the document referred to in the preceding paragraph may be replaced by an equivalent electronic data interchange (EDI) message.  
B8 Proof of delivery,transport document or equivalent electronic message  
The buyer must accept the delivery order or the transport document in accordance with A8.  
A9 Checking-packaging-marking  
The seller must pay the costs of those checking operations ( such as checking quality, measuring, weighing, counting) which are necessary for the purpose of delivering the goods in accordance with A4.  
The seller must provide at his own expense packaging (unless it is usual for the particular trade to deliver the goods of the contract description unpacked), which is required for the delivery of the goods. Packaging is to be marked appropriately.  
B9 Inspection of goods  
The buyer must pay the costs of any pre-shipment inspection except when such inspection is mandated by the authorities of the country of export.  
A10 Other obligations  
The seller must render the buyer at the latter's request, risk and expense,every assistance in obtaining any documents or equivalent electronic messages (other than those mentioned in A8) issued or transported in the country of dispatch and/or of origin which the buyer may require for the import of the goods.  
The seller must provide the buyer, upon request, with the necessary information for procuring  
B10 Other obligations  
The buyer must pay all costs and charges incurred in in obtaining the documents or equivalent electronic messages mentioned in A10 and reimburse those incurred by the seller in rendering his assistance in accordance therewith