# http://www.iccwbo.org/

# TERMS OF INTERNATIONAL TRADE

### INSPECTION SGS

Held by Société Générale de SUVEILLANCE (SGS), who inspect and verify the quantity, weight and quality of traded products.

# **SAMPLES**

We will not provide samples commodoties any sample can be easily made or can be easily damaged by heat and humidity losing part of their oils, protein and appearance do not represent faithfully the product to be received in the shipment. The irrefutable proof of the product is provided by BANK TOP seller, stating that the same will be delivered according to the specifications in the contract.

### HISTORICAL DATA

Our vendors will NOT provide historical data such as invoices for shipments passed (BL's), invoices cargoes, SGS reports, laboratory tests, Performance Bonds, POP's, contracts, etc.., Or any and all sample document that can be plagiarized by others.

- **1. ASWP -** Any Safe World Port Any Safe World Port It is quite common for sellers to offer delivery COMMODITIES any world safe port of the buyer's choice.
- 2. BG Bank Guarantee Bank Guarantee It is a financial instrument issued by a bank on behalf of its customers for the benefit of the other party with whom the bank account incurs a financial obligation. In case the bank account does not make payment on a contract, the beneficiary of the bank guarantee may use the guarantee bank and receive payment.
- **3. BG 100% Payable Instrument -** This is a type of bank guarantee which meets several conditions. Must be issued or guaranteed by a bank world "top 25", is irrevocable, confirmed, transferable. It must also cover the entire amount of the contract, and must be paid in cash upon presentation of documents recognized.
- **4. Bill of Lading (B/L) Bill of Lading -** It is a contract that defines the conditions for transporting a shipment. This contract is provided by the carrier and handed over to the exporter (seller) when the shipment is received and placed on board the ship. The knowledge COMMODITIES cargo is an essential document as proof that the product was actually shipped, and the carrier has assumed responsibility for

- **19. LOI Letter Of Intent -** A letter of intent is a document issued by the buyer to the seller, indicating the interest of the buyer to enter into negotiations with the seller, hoping to buy COMMODITIES. The letter of intent is not legally binding, but provides a starting point for negotiations.
- **20. Ocean Bill of Lading -** Another term for bill of lading, referring to the transport that is carried by ship. For more information, see "Bill of Lading".
- **21. POF Proof of Funds -** Usually proof of funds is obtained by performing a soft probe on the accounts of the buyer. Proof of funds is normally required for a seller to proceed with negotiating a sale COMMODITIES.
- 22. PB Performance Bond This is a type of bank guarantee which is issued from the seller to the buyer. It ensures that the seller will comply with the terms of the contract. Usually issued in the amount of two percent of the total amount of the contract, a deposit may be triggered by the purchaser, in the event that the seller breaks the contract and does not provide the COMMODITIES which was stipulated in the contract.
- **23.** Prime Bank TOP 25/50 Banks in the World These are reliable banks preferred (or in most cases even mandatory) in commodity trading.
- **24. Revolving Letter of Credit -** A letter of credit is a revolving letter of credit that can be used multiple times. These financial instruments are often put in place when a seller to make multiple shipments to a buyer, allowing the seller to claim payment for each shipment without the need to be issued a letter of credit for each shipment.
- **25. RWA -** Ready Willing and Able Ready, willing and able This is a document that is issued by the buyer's bank. The bank confirms that their client has sufficient funds in your account and is willing and able to take over the contract.
- **26. SBLSC / SBLC Standby Letter of Credit -** A letter of credit is a standby letter of credit which acts as a guarantee of the buyer's bank that sufficient funds are in place to cover the cost of the shipment. Standby letters of credit are not normally used. If a seller wishes to have guaranteed payment by the buyer's

ensuring delivery to the buyer. To request payment for the shipment using a letter of credit, the seller must deliver the B / L (Bill of Lading) to a payroll or the issuing bank.

- **5. BCL Bank Comfort Letter Certificate Banking Financial Capacity -** is a letter issued by the bank of the buyer to the seller. This letter indicates that the buyer has sufficient funds to cover the cost of the order. A BCL is one of the first pieces of documentation that a prospective buyer must provide the seller to negotiate an agreement. There is, however, a settlement payment to the seller, or the bank liable in any way.
- **6. CIA Cash In Advance Prepayment -** A type of sale in which the total amount of the purchase price of an order must be prepaid. This is not standard procedure in the industry trade COMMODITIES, and is not advised the buyer pays upfront for COMMODITIES not yet been issued.
- **7. CIF Cost Freight Insured -** Insured Shipping Cost is part of the standard operation for traders COMMODITIES. This means that the seller bears the cost of shipping as well as your insurance until the product reaches the destination port.
- **8. Confirming Bank -** A confirming bank is a bank that agrees to honor a letter of credit issued by another bank.
- **9. DC Draft Contract -** A draft contract is an initial contract that is drawn up and sent from the seller to the buyer. The buyer has the opportunity to make changes and send it back to the seller for consideration. This process continues until both parties are satisfied with the terms of the contract.
- **10. FCO Full Corporate Offer Proposal full commercial -** is issued by the seller when the preliminary stages of negotiations have been finalized, such as the issuance of a letter of intent by the buyer, and the realization of a "soft probe" (proof of funds) on your bills by the seller. An FCO is a document that defines the conditions of sale.
- **11. FOB Free On Board -** If the terms of a trade are FOB seller is bound to have COMMODITIES delivered in a port of the buyer's choice, aboard a ship that is also the buyer's choice.
- **12. Formal (Final) Contract -** When the negotiation of the draft contract are complete and both parties are satisfied, then a formal contract is prepared and signed by both parties.

bank, a letter of credit is normally used.

- **27. LOC Sight Sight Letter of Credit -** This is a letter of credit payable upon presentation of a letter of credit, as well as additional documentation, as stipulated in the letter of credit.
- **28. SWIFT -** Society for Worldwide Inter bank Financial Telecommunication This is a global service that is responsible for facilitating communication between banks. Most payments are made via SWIFT.
- 29. SGS Inspection SOCIETE GENERAL DE SURVEILLANCE COMMODITIES before leaving the port of sale, an inspection is performed by SGS, the independent inspection company in the world's most respected COMMODITIES. SGS inspections ensure peace of mind for the buyer who can be assured that the product is high quality, if endorsed by the SGS inspectors.
- **30. Soft Probe -** is a confirmation method used by banks to which a seller can evaluate the creditworthiness of a buyer. Such consultation is not recorded in the register bank of the buyer and nothing but the confirmation or otherwise of availability of balance is passed on to the seller.
- 31. Swift Code MT 799 in trading COMMODITIES several documents and forms requested by both parties. One of the most commonly requested documents, but little understood is the MT-799. Many vendors COMMODITIES will ask the buyer an MT-799 before providing proof of product, or advance in the negotiation. The MT-799 is a SWIFT message type free-form, in which a banking institution confirms that funds are available to cover a potential trade. This can sometimes be used as an irrevocable undertaking, depending on the language used in the MT-799, but it is not a promise to pay or any other form of bank guarantee in its standard format. The function of MT-799 is simply to ensure the seller that the buyer has the necessary funds to complete the transaction. The MT-799 is usually issued before a contract is signed and before a letter of credit or bank guarantee to be issued. Once a MT-799 is received by the seller's bank, then it is the turn of the seller's bank to send a POP (proof of product) to the buyer's bank, at which trading has effectively beginning. The usual method of payment is a documentary letter of credit, the seller presents to the issuing bank or confirming, along with the shipping documents. Once the bank confirms the documents, the seller is paid. An alternative method is to use a bank guarantee in lieu of a letter of credit. It is usually at the discretion of the seller the payment method to be used. An MT-799 is an automated message sent

- 13. ICPO Irrevocable Corporate Purchase Order This is a document drawn up by commercial buyers, and contains the quantities, the type of COMMODITIES and other conditions under which the buyer would like the sale to proceed. Once submitted to the seller, this is considered official and the company is obliged to complete the sale.
- **14. ICPO With Banking Coordinates -** This is an ICPO which includes the company's bank details to the seller to conduct a soft probe on their accounts in order to certify that there are sufficient funds to cover the cost of purchase.
- 15. Irrevocable Letter of Credit Irrevocable Letter of Credit It is a document issued by the buyer's bank to the seller which guarantees payment upon presentation of documents stipulated. As an irrevocable document, it can not be canceled, and the buyer's bank is legally obliged to make payment when the beneficiary meets the conditions set out in the letter of credit.
- 16. Confirmed Irrevocable Letter of Credit It's an Irrevocable Letter of Credit confirmed by another bank, usually in the jurisdiction of the recipient. The Bank of Confirmation is a bank that agrees to make payment of the letter of credit on behalf of the issuing bank at the time the beneficiary meets the conditions outlined in the letter of credit.
- **17. Issuing Bank -** The issuing bank is the buyer's bank which issues bank guarantees and letters of credit on behalf of his client.
- **18. DLC / LOC Letter of Credit -** Letters of credit are documents issued by the buyer's bank to the seller, which guarantee payment to the beneficiary of the letter of credit (the seller), provided that the terms and conditions set forth in the letter of credit are fulfilled. This usually means presenting stipulated documentation to a bank within a set timeframe.

- electronically from one bank to another, so you will not actually "see" a TM-799. The paperwork associated with an MT-799 will vary from bank to bank, though most follow a similar process.
- **32. Swift MT103 -** are the most commonly used form of communication expressed, and that many people have used it without even knowing. For most bank customers, they are not known as MT-103, but as bank transfers, wire transfers, or SWIFT transfers. The SWIFT MT-103 is used by the bank when its customers want to make the payment to customers of another bank in another country.
- **33. Swift MT760 -** this is a type of SWIFT message that is sometimes requested in trading COMMODITIES, because it works well as a bank guarantee, but I can carry a much higher risk for the issuer (usually the buyer) and reduced level of risk for the recipient (the seller). Essentially, the MT-760 is a SWIFT message which guarantees that a bank will make the payment in favor of a client of another bank. When a MT-760 is issued, the issuing bank makes a lock on the account of his client, ensuring that funds are available to make payment to the beneficiary of the MT-760.
- **34. Transferable Letter of Credit** A letter of credit is transferable letter of credit that the recipient can use to transfer a portion of funds from the letter of credit to third parties. This is commonly used in the case of sellers to pay their suppliers late.
- **35.** Because payment instruments in 14 or 16 months? The reason 14 months and 15 days is because on a 12 month contract a payment instrument is issued today, the product will only be charged after 45 days are needed so 13 months to 12 months to make transfers thus is always considered a margin where shipments take 13 or 14 months in unpredictable delays, or because the buyer can not unload ships, or the other.