

BIENVENIDOS

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Ex-works (EXW): The goods are available for pick up at the seller's premises and the buyer is responsible for all transportation and insurance arrangements.

Free on board (FOB): The seller is responsible for loading the goods onto the ship at the port of origin. Delivery is considered complete when the goods pass the ship's rail.

Cost, insurance, and freight (CIF): The seller is responsible for arranging transportation and insurance of the goods to the destination port. Delivery is considered complete when the goods are unloaded from the ship at the destination port.

Delivery duty paid (DDP): The seller is responsible for all transportation, insurance, customs clearance, and payment of duties and taxes. Delivery is considered complete when the goods are delivered to the buyer's premises

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Delivery times can range from a few days to several weeks, depending on the chosen mode of transportation and the distance between the origin and destination. It is important to factor in possible delays due to customs clearance procedures and unforeseen circumstances in determining delivery times.

Transport conditions in international trade refer to the **contractual terms** and conditions that govern the movement of goods between a buyer and a seller across different countries. These transport conditions include the mode of transportation, the point of shipment, the delivery point, and the **party responsible for the cost and risk of transport.**

The most common transport conditions used in international trade are Incoterms (International Commercial Terms) developed by the International Chamber of Commerce (ICC). Incoterms define the obligations and responsibilities of buyers and sellers during the different stages of a transaction, from the loading of goods to their delivery at the destination. Some of the commonly used Incoterms include:

EXW (Ex Works): This term places the most responsibility on the buyer, who is responsible for all the costs and risks of transport from the seller's premises to the final destination.

FCA (Free Carrier): The seller is responsible for delivering the goods to a nominated carrier, but the buyer is responsible for the cost and risk of the goods from that point.

CIF (Cost, Insurance, and Freight): The seller is responsible for delivering the goods to the port of destination, arranging for insurance, and paying for the cost of the freight. The buyer is responsible for the unloading of goods and any additional costs.

DDP (Delivered Duty Paid): The seller is responsible for delivering the goods to the designated location and paying for all import duties and taxes.

In addition to Incoterms, transport conditions may also include other contract terms, such as the means of transport, the type of packaging, and the delivery time. It is **essential** to **discuss** and **agree** upon the **transport conditions** before the shipment to **avoid** any **misunderstandings** or **disputes**.

Breaches: A breach in the delivery of merchandise could occur due to a **security loophole** in a company's logistics and transportation system. Hackers or cybercriminals could exploit these weaknesses to steal and tamper with the goods during transit.

Accidents: Accidents in the delivery process of merchandise could range from simple **miscommunications** between carriers and customers to significant damage to goods due to **mishandling** by the handlers or natural disasters.

Anomalies: Anomalies can occur in the delivery of merchandise in the form of delayed or lost shipments, inventory errors, or unexpected changes in quality or quantity of goods. These can occur due to various reasons such as incorrect labeling, improper shipment methods, and other human errors.

To minimize these issues, companies can enforce strict security measures, provide training and guidelines to their employees, and use advanced tracking technology for better visibility of the logistics chain.

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- Shipping Claims: These claims arise when a shipment is damaged or lost during transportation. The carrier or shipping company may be held accountable for these claims.
- 2. Payment Claims: Payment claims arise if a **buyer fails** to pay for goods or services, or if a seller fails to receive payment for goods or services.

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- 3. Quality Claims: These claims arise if the **product** received **does not meet** the agreed-upon **quality** standards. The buyer may also make claims if they receive a product that is not as described or if it is defective.
- 4. Force Majeure Claims: These claims arise when an unforeseeable event, such as a natural disaster, makes it impossible for parties to fulfill their contractual obligations.
- 5. Intellectual Property Claims: These claims arise when one party infringes on the intellectual property rights of the other party, such as patent or trademark rights.

Internation Trade Dispute

- 1. Determine the type of dispute: Before beginning any dispute, it is important to understand the **type** of **dispute**. Is it a legal dispute, consumer dispute, business dispute, property dispute, etc.? Knowing the type of dispute will **help** make the next **steps clearer**.
- 2. Gather evidence: Before starting a dispute, it is important to gather all the evidence you have that supports your claim. This may include contracts, receipts, emails, messages, and any other relevant documents or evidence.

Internation Trade Dispute

- 3. Contact the other party: Depending on the nature of the dispute, it may be possible to **resolve** it **through conversation** or mediation with the other party. Therefore, it is essential to contact the other party with whom you have a conflict and express your concerns.
- 4. Seek legal advice: If the dispute is complex, it is wise to seek legal advice to determine the best course of action. A lawyer can advise you on the legal rights and obligations relating to the dispute and help devise a strategy.

Internation Trade Dispute

• 5. Lodge a formal complaint: If the dispute **remains unresolved**, submit a formal complaint with the relevant authority, such as a court, ombudsman, or consumer protection agency. Be prepared to provide all the evidence and information required by the authorities.

Internation Trade International trade Dispute

Negotiations: The initial step in resolving a trade dispute is through negotiations between the parties involved. This may involve direct communication between the companies or governments or through intermediaries such as lawyers or trade associations.

Mediation: If negotiations fail, the dispute can progress to mediation. Mediation is a process in which a **neutral** third party helps the disputants reach a mutually acceptable solution.

Internation Trade Dispute

- 3. Arbitration: If mediation fails, the next step is arbitration. Arbitration is a process in which an impartial third party (the arbitrator) hears evidence from both sides and makes a binding decision.
- 4. Litigation: If none of the above methods are successful, the dispute may move to litigation. This means taking the dispute to court in a legal proceeding in which a judge or jury decides the outcome.

Internation Trade Dispute

• 5. Resolution: Once a method of dispute resolution has been agreed upon, the dispute can be resolved. This may involve paying damages, changing business practices, or other negotiated solutions.

Internation Trade Dispute

