

CDCS and CSDG 3.5 PDU Points granted for each session

Law Society CPD Points applied for each session

**Chinese &
English
sessions**

New Incoterms 2020 Workshops

The ramifications on every sale and purchase, LC, receivable purchase, shipment and/or marine and credit insurance contract

Tailored for

**Financiers (Risk, Operations, Credit Administration, RMs, Products, Legal & Compliance)
Auditors, Regulators, Lawyers, Shipping/Logistics/Sales/Accounting/Finance/Insurance Officers**

Key objectives:

1. To master the key differences between Incoterms 2020 and Incoterms 2010 from legal, commercial, logistics, finance, marine and credit insurance perspectives
2. To highlight the common misinterpretation, misunderstanding and wrongful application of Incoterms adopted by users with suggested solutions by way of case studies
3. To explain the key features and pitfalls of the 11 Incoterms in order to plug the loopholes in your sale and purchase, Letter of credit ("LC"), receivables purchase, shipment and insurance contracts

Content highlights:

Major changes of Incoterms 2020

1. Change from DAT (Delivered at Terminal) to DPU (Delivered at Place Unloaded)
2. Different levels of insurance cover in CIP and CIF – Institute Cargo Clause A or C?
3. Sale under FCA – how can the seller meet the terms of an LC which require an on-board bill of lading?
4. Arranging for carriage with seller's or buyer's own means of transport in FCA, DAP, DPU and DDP (i.e. no third party carrier is involved which is very common in China)
5. A clearer explanation of the demarcation and connection between the sale and purchase contract and its ancillary contracts
6. Upgraded "Explanatory Notes" for users with diagram illustrations
7. A re-cap of every Incoterms in terms of risk transfer, costs liabilities and proper selection by way of one master diagram designed by the speaker

Case studies on major pitfalls and wrongful application of Incoterms

1. No more FOB terms for container or air shipment, why?
2. Does Incoterms address transfer of ownership of goods?
3. Proper accounting treatment if the sales contract contains a "retention of title" clause – recorded as receivables or inventory in seller's book?
4. How can a seller mitigate risks if its U.S. buyer is under Chapter 11?
5. Which party would bear the additional tariffs imposed by the U.S. government under the current trade war?
6. Insolvency of Hanjin Shipping – under what circumstances may a seller recover its sales proceeds or claim credit insurance if the carrier fails to deliver the goods to the buyer?
7. Case studies on defective marine and credit insurance coverage due to the wrong choice or misunderstanding of Incoterms.

All you need to know about each Incoterms

1. EXW – Which party would bear the risk for loading the goods on the collecting vehicle?
2. FCA – Under what circumstances would the seller be responsible for loading the goods on the collecting vehicle?
3. CPT & CIP – When would the risk of loss of or damage to the goods pass to the buyer? Should the place of taking delivery be mentioned in the sales contract?
4. DAP & DPU – What are the key differences between these two terms?
5. DDP – Is DDP the same as LDP (which is not an ICC Incoterms)?
6. FOB – When would the loss of or damage to the goods pass to the buyer – when the goods pass the ship's rail or when the goods are loaded on board of the vessel?
7. CFR & CIF – When would the loss of or damage to the goods pass to the buyer if there are multiple carriers?

Speaker:

Mr. King-Tak FUNG (e-mail: kt.fung@shlegal.com)

- Partner of Stephenson Harwood specializing in Banking and International Trade Law and Practice
- Vice Chairman and Technical Advisor to ICC-HK Trade-based AML Sub-committee
- Co-chair of the ICC Consulting Group on the latest ISBP revision (2013)
- Member of the ICC Consulting Group on Forfaiting and UCP 500 Revision
- Member of the Drafting Group on the revision of the ICC Documentary Instruments Dispute Resolution Expertise ("DOCDEX") Rules and a panel DOCDEX expert
- Technical Advisor to the ICC-HK Banking Committee
- Former Vice President and Head of Trade Finance at Bank of America N.A.
- Trade Finance & Banking Expert Witness in Hong Kong and PRC Courts
- Member of the Academy of Experts on Banking and Structured Trade Finance
- Accredited mediator of HK International Arbitration Centre & the HK Law Society
- Author of "UCP 600 - Legal Analysis & Case Studies" (2008) and "Leading Court Cases on Letters of Credit" (2005)

Mr Fung has conducted over 80 Incoterms and 720 legal and banking workshops around the world. Over 80,000 judges, lawyers, bankers and business executives have attended his highly interactive workshops with excellent feedback.

Logistics:

- Date:** 22 November, 2019 **(Friday, Chinese session)**
29 November, 2019 **(Friday, English session)**
- Time:** 9:15 am – 1:00 pm
- Venue:** Stephenson Harwood, 18/F., United Centre, 95 Queensway, Hong Kong
- Medium:** Cantonese with an English Workbook (Chinese session)
English with a Workbook (English session)
- Organisers:** International Chamber of Commerce - Hong Kong (ICC-HK) and P.E.E.R. Consultancy Ltd. ("P.E.E.R.")
- Cancellation:** There will be no refund for cancellation of booking initiated by the applicant. However, the registration may be transferred to another person from the same company or organization at no extra charge, subject to the prior consent of ICC-HK and P.E.E.R.
- Seat Confirmation:** Seat confirmation is based on receipt of payment on a first come, first served basis
- Enquiry:** Contact Ms. Edith Lee at [Tel: 2973 0060](tel:29730060) or e-mail to: publn@icchkcbc.org.

Registration fees:

- ❖ *Fee includes course attendance & certificate, working papers and refreshments.*
- ❖ *You will enjoy early bird discount if you register and pay on or before **12 November, 2019.***

- ❖ **HK\$ 3,000**/person (regular)
- ❖ **HK\$ 2,400**/person ("early-bird" for public)
- ❖ **HK\$ 2,300**/person ("early-bird" for ICC-HK members)
- ❖ **HK\$ 6,600**/group ("early-bird" for a group of 3 persons from the same company, **HK\$2,200** for each extra registrant in the same company)
- ❖ **HK\$ 6,300**/group ("early-bird" for a group of 3 persons from ICC-HK members, **HK\$2,100** for each extra registrant in the same company)
- ❖ **HK\$ 10,000**/group ("early-bird" for a group of 5 persons from the same company, **HK\$2,000** for each extra registrant in the same company)

Reference Book: (optional)

"**Incoterms 2020**", ICC Publication No.723 (English version), 2019 Edition

*Standard price at HK\$450/copy, special discount for workshop attendees at **HK\$380/copy***

The Incoterms® rules define important responsibilities of buyers and sellers for the delivery of goods under sales contracts. They are the authoritative rules for determining how costs and risks are allocated to the parties. Incoterms rules are regularly incorporated into contracts for the sale of goods worldwide and have become part of the daily language of trade.

Incoterms® 2020 contains the ICC rules for use of the 11 Incoterms® trade terms. It takes into account the latest developments in commercial practice, and updates the rules to make them more accessible and easier to use.

The new rules will enter into force on 1 January 2020. As of this date, all sales contracts should make reference to the Incoterms® 2020 rules as the latest version of the Incoterms rules.