Incoterms® 2030 Questionnaire

Responses due to ICC Secretariat from ICC national committees by 25 September 2026

ICC is beginning the process of revising the Incoterms® 2020 rules. As a first step, we invite users to send their responses to the following questionnaire to their respective ICC national committees in good time. Each national committee will consolidate the replies it receives and pass them on to the ICC Secretariat for consideration by the Incoterms® 2030 Drafting Group in preparing the first draft of *Incoterms ® 2030*.

NB: Only responses that follow the requested format below will be considered by the Incoterms® 2030 Drafting Group. If you have questions, please contact Emily O'Connor at Emily.oconnor@iccwbo.org

INSTRUCTIONS: Please enter your comments into the template beginning on p. 4, following the example responses on pp. 2-3. Line numbers may be found in the PDF version of the Incoterms® 2020 text accompanying this questionnaire. Due to the volume of responses we will receive, we cannot accept comments that do not conform to the requested format.

ICC Members: Please send your completed templates to your ICC national committee; please contact your NC for timing and process details.

ICC national committees: Please send your consolidated responses to Inco2030@iccwbo.org at the ICC Secretariat by 25 September 2026.

EXAMPLES OF RESPONSE FORMAT

Please use track changes for any proposed revisions to the current text. Please refer to the accompanying PDF for line numbers.

SUBSTANTIVE QUESTIONS – EXAMPLE RESPONSE

QUESTION	**EXAMPLE ANSWER**	**EXAMPLE REVISED TEXT** (please refer to line number, rule and article, and use track changes to indicate any proposed revision)	**COUNTRY**
1. Allocation of costs: The Incoterms® 2020 rules dealt with allocation of costs by listing them in Articles A9/B9 as well as in the Articles where the related obligations arise. Does this work?	The Incoterms® 2030 rules should address costs in a more specific way to solve the following problem: [PLEASE ENTER CLEAR DESCRIPTION OF THE PROBLEM, GIVING EXAMPLES, AND EXPLAIN WHY THE PROPOSED DRAFTING WILL SOLVE THE PROBLEM]	Line numbers [123-456] **FCA** EXAMPL **B9** **Allocation of costs** The buyer must pay: a) All costs relating to the goods from the time they have been delivered under A2 including but not limited to XYZ, other than those payable by the seller under A9;………	VANUATU

DRAFTING + PRESENTATION QUESTIONS – EXAMPLE RESPONSE

LINE No. (where applicable)	RULE/ARTICLE	COUNTRY	ORIGINAL TEXT	REVISED TEXT + COMMENT
[123-456] [NB : Line numbers appear in the PDF]	DAP – A3	MICRONESIA	**A3** **Transfer of risks** The seller bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstances described in B3.	**A3** **Transfer of risks** ~~seller~~ William Shakespeare bears all risks of loss of or damage to the goods until they have been delivered in accordance with A2, with the exception of loss or damage in the circumstances described in B3.

			EXAMPL	**Explanation** (include specific examples if possible) The reference to William Shakespeare should be added in order to remedy problems that arise where [PLEASE EXPLAIN CLEARLY THE SITUATION GIVING RISE TO THE PROBLEM AND HOW THE PROPOSED SOLUTION ADDRESSES IT]

INCOTERMS® 2030 QUESTIONNAIRE TEMPLATE

Consolidated ICC national committee responses due by 25 SEPTEMBER 2026

Please follow format requirements for comments, set out in the instructions and examples on pp. 1-3. Due to the volume of responses we will receive, we cannot accept comments that do not conform to the requested format.

ICC Members: Please send your completed templates to your ICC national committee; please contact your national committee for timing and process details.

ICC National Committees: Please send your consolidated responses to Inco2030@iccwbo.org at the ICC Secretariat by 25 September 2026.

SUBSTANCE + FORMAT

QUESTION	ANSWER	REVISED TEXT (please refer to PDF line number (where applicable), rule and article, and use track changes to indicate any proposed revision)	COUNTRY
1. Classification: In your experience, does the current classification of Incoterms® rules into 'Any mode or modes of transport' and 'Sea and inland waterway transport' work effectively to guide users to the correct rule? If not, what classification would you rather see (for example, classification around delivery point as in the former E, F, C, and D scheme, or division between goods shipped in containers v. bulk goods)?		Line no. Rule Article	
QUESTION	**ANSWER**	**REVISED TEXT** (please refer to PDF line number (where applicable), rule and	**COUNTRY**

		article, and use track changes to indicate any proposed revision)	
2. Customs formalities: Customs formalities have become more important with recent increases in tariffs and rapid changes in customs requirements. Do the Incoterms® rules deal sufficiently well with customs formalities? If not, please provide examples and suggested solutions.		Line no. Rule Article	
3. Interruption of logistics chains: Should the Incoterms® rules be more explicit regarding the consequences of disruption of logistics chains by price fluctuations, wars, sanctions, et al? If so, how?		Line no. Rule Article	
4. Incoterms® rules and trade finance instruments: Are the Incoterms® rules working well with trade finance instruments, including Letters of Credit? If not, please provide examples and suggested solutions.		Line no. Rule Article	
QUESTION	**ANSWER**	**REVISED TEXT** (please refer to PDF line number (where applicable), rule and article, and use track changes to indicate any proposed revision)	**COUNTRY**
5. Scope of the Incoterms® rules: We recognize that traditionally the Incoterms® rules have been used predominantly for B2B transactions, but		Line no. Rule Article	

in your experience does industry also use them in B2C transactions? If so, does such use create any problems (for example, regarding customs regimes, delivery, etc.)?			
6. EXW: Given that EXW is often used wrongly or its use causes problems, should it be amended, deleted, or presented differently in *Incoterms® 2030* (for example, in a separate category such as 'Domestic sales without export clearance')?		Line no. Rule Article	
7. FAS: It has been suggested to delete this rule. Is FAS used in your country/sector, and if so, in what circumstances?		Line no. Rule Article	
QUESTION	**ANSWER**	**REVISED TEXT** (please refer to PDF line number (where applicable), rule and article, and use track changes to indicate any proposed revision)	**COUNTRY**
8. FCA: This rule currently has two possible delivery points, at the seller's premises or at another named place. Do you find that this causes any problems? If so, please provide suggested solutions (for example, splitting FCA into 2 different rules, removing one of the existing FCA delivery options, etc.).		Line no. Rule Article	
9. CIP/CIF - Insurance: In *Incoterms® 2020* the insurance cover level in CIP		Line no. Rule	

was changed, with the result that CIP now requires Institute Cargo Clauses A level cover while CIF continues to require C level cover. Has this change to CIP had a positive impact? Or has it caused problems? If it has caused problems, please provide examples and suggested solutions.		Article	
QUESTION	**ANSWER**	**REVISED TEXT** (please refer to PDF line number (where applicable), rule and article, and use track changes to indicate any proposed revision)	**COUNTRY**
10. DAP/DPU: Operators are often unaware that under articles A3/B3, risk for the goods may transfer from seller to buyer even before the goods have been delivered in cases where buyer has failed to fulfil its customs clearance obligations and goods are lost or damaged while being held at import customs. Is this a problem? If so, should B3(a) be deleted so that risk remains with seller until the goods are delivered to the destination, even where buyer has not fulfilled its customs clearance obligations under article B7?		Line no. Rule Article	
11. DDP: Does the fact that DDP does not require seller to unload the goods at destination cause problems? If so,		Line no. Rule	

please provide examples and suggested solutions.		Article	
QUESTION	**ANSWER**	**REVISED TEXT** (please refer to PDF line number (where applicable), rule and article, and use track changes to indicate any proposed revision)	**COUNTRY**
12. Liquid Goods: Under the CIF and FOB rules, the risk for loss of or damage to goods passes from seller to buyer when the contract goods are placed on board the vessel. For liquid cargoes in bulk that are loaded through the vessel's own pipes, it can be difficult to establish exactly when the goods are considered to be placed on board. In your experience, have users in the markets for liquid goods handled this issue? If so, can you provide examples of how?		Line no. Rule Article	
QUESTION	**ANSWER**	**REVISED TEXT** (please refer to PDF line number (where applicable), rule and article, and use track changes to indicate any proposed revision)	**COUNTRY**

13. Containers – Missing or not fit for purpose: When goods intended to be delivered by container are sold FCA at a place other than at the seller's premises (or FOB), the buyer may provide the container or containers for the seller to load the cargo in and to arrange carriage of to the place of delivery. This can lead to complications, for example if the buyer fails to provide a container for loading or if the container turns out to be inadequate for the contract goods. Have you encountered issues between sellers and buyers in this connection? If so, are you aware how these issues have been resolved in practice?		Line no. Rule Article	
QUESTION	**ANSWER**	**REVISED TEXT** (please refer to PDF line number (where applicable), rule and article, and use track changes to indicate any proposed revision)	**COUNTRY**
14. Containers – Stuffing: The Incoterms® rules do not deal explicitly with the stuffing of goods into a container by one of the parties. Is this a significant problem? If so, please provide examples and suggested solutions.		Line no. Rule Article	

15. Digitalization of transport processes and supply chains: a. Are current developments in this area influencing use of the Incoterms® rules? b. If so, how? c. What specific changes should be made in *Incoterms® 2030* to accommodate these developments – for example, should references to 'documents' be changed to a digital equivalent?		Line no. Rule Article	
QUESTION	**ANSWER**	**REVISED TEXT** (please refer to PDF line number (where applicable), rule and article, and use track changes to indicate any proposed revision)	**COUNTRY**
16. Developments in contracts practice and contracting tools (for example related to digital formats and data exchange requirements): a. Are current developments in this area influencing use of the Incoterms® rules? b. If so, how? c. What specific changes should be made in *Incoterms® 2030* to accommodate these developments?		Line no. Rule Article	

17. Format: What are your preferred formats for the publication of *Incoterms ® 2030* (such as AI-based tools, traditional paper book or e-book, or other digital solutions) and why?		Line no. Rule Article	
QUESTION	**ANSWER**	**REVISED TEXT** (please refer to PDF line number (where applicable), rule and article, and use track changes to indicate any proposed revision)	**COUNTRY**
18. Any other suggestions? Please include your reasoning, specific examples and detailed proposed solutions.		Line no. Rule Article	

DRAFTING

Are there any areas of the Incoterms ® 2020 rules where specific wording should be changed/added/improved?

If so, please indicate suggested drafting changes (i) in the attached comment table template, (ii) using track changes, and (iii) referring to the line numbers in the attached PDF (where applicable), as well as the rule and article.

Please add a new row to the table for each comment.

LINE No.	RULE/ARTICLE	COUNTRY	ORIGINAL TEXT	REVISED TEXT + COMMENT
				Explanation (include specific examples if possible)

PRESENTATION

Any suggestions for improving the presentation to make the rules easier to understand/use?

If so, please enter your specific, detailed suggestions in the attached comment table template, referring to line numbers in the attached PDF (where applicable), as well as the rule and article as appropriate.

Please add a new row to the table for each comment.

LINE No.	RULE/ARTICLE	COUNTRY	ORIGINAL TEXT	REVISED TEXT + COMMENT
				______________________________ **Explanation** (include specific examples if possible)