

# Terms and Conditions - International Commercial Terms (Incoterms)



Effective Date: January 1st, 2025

Location: Flanders, NJ, USA

## 1. Introduction

These Terms and Conditions ("Terms") outline the responsibilities, obligations, and liabilities of the Seller and the Buyer in transactions involving the sale of goods from Flanders, NJ, under the International Commercial Terms ("Incoterms") as defined by the International Chamber of Commerce (ICC). The Seller, Analytical Sales and Services, Inc., a New Jersey Corporation, having its principal place of business at 179 US Route 206, Flanders, New Jersey 07836 (hereinafter for itself and on behalf of its affiliates, collectively, "Analytical") and the Buyer agree to abide by these Terms.

## 2. Applicable Terms

Unless otherwise agreed upon in writing, all transactions shall be governed by the latest edition of Incoterms as published by the International Chamber of Commerce (ICC). Analytical adheres to the following terms:

**FCA (Free Carrier, Flanders, NJ) – Analytical delivers goods to a carrier nominated by the Buyer. If no carrier is selected, the default carrier is FedEx. Acceptance of Sales Orders, Proforma Invoices, or any document within the order process constitutes acceptance of these terms.**

## 3. Risk and Title Transfer

Risk of loss or damage to goods transfers from Analytical to Buyer according to the Incoterm specified in the contract. Title to the goods shall pass only upon full payment unless otherwise agreed in writing.

## 4. Shipping and Delivery

Delivery times are estimates and subject to change due to factors beyond the Analytical's control. Analytical is not liable for delays caused by customs clearance, carrier delays, or force majeure events.

## 5. Duties, Taxes, Compliance

The Buyer is responsible for all import duties, taxes, and regulatory compliance unless otherwise specified under the agreed Incoterm.

## 6. Insurance

Insurance coverage is the responsibility of the buyer. The Buyer is advised to obtain adequate coverage.

## 7. Force Majeure

Neither party shall be liable for delays or failure to perform obligations due to events beyond their reasonable control, including but not limited to natural disasters, government actions, or transportation disruptions.

## 8. Governing Law and Jurisdiction

These Terms shall be governed by and construed under the laws of the State of New Jersey, USA. Any disputes shall be resolved in the appropriate courts located in New Jersey.

## 9. Amendments and Modifications

Analytical reserves the right to amend these Terms at any time. Any modifications shall be communicated in writing and shall become effective upon notice to the Buyer.

## 10. Contact Information

For any questions or clarifications regarding these terms, please contact:

Analytical Sales and Services, Inc  
179 US HWY 206  
Flanders, NJ, USA  
973 616 0700  
info@analytical-sales.com

By proceeding with a transaction, the Buyer acknowledges understanding and acceptance of these Terms.