EXTRACT FROM INCOTERMS 1953
(International Rules for the Interpretation of Trade Terms) Relating to the f.o.b. Price

F.O.B.

(free on board) .... (named port of shipment)

A. Seller must:

1. Supply the goods in conformity with the contract of sale, together with such evidence of conformity as may be required by the contract.

2. Deliver the goods on board the vessel named by the buyer, at the named port of shipment, in the manner customary at the port, at the date or within the period stipulated, and notify the buyer, without delay, that the goods have been delivered on board the vessel.

3. At his own risk and expense obtain any export licence or other governmental authorization necessary for the export of the goods.

4. Subject to the provisions of article B.3 and B.4 below, bear all costs and risks of the goods until such time as they shall have effectively passed the ship's rail at the named port of shipment, including any taxes, fees or charges levied because of exportation, as well as the costs of any formalities which he shall have to fulfil in order to load the goods on board.

5. Provide at his own expense the customary packing of the goods, unless it is the custom of the trade to ship the goods unpacked.

6. Pay the costs of any checking operations (such as checking quality, measuring, weighing, counting) which shall be necessary for the purpose of delivering the goods.

7. Provide at his own expense the customary clean document in proof of delivery of the goods on board the named vessel.

8. Provide the buyer, at the latter's request and expense (see B.6), with the certificate of origin.

9. Render the buyer, at the latter's request, risk and expense, every assistance in obtaining a bill of lading and any documents, other than that mentioned in the previous article, issued in the country of shipment and/or of origin and which the buyer may require for the importation of the goods into the country of destination (and, where necessary, for their passage in transit through another country).
B. **Buyer must:**

1. At his own expense, charter a vessel or reserve the necessary space on board a vessel and give the seller due notice of the name, loading berth of and delivery dates to the vessel.

2. Bear all costs and risks of the goods from the time when they shall have effectively passed the ship’s rail at the named port of shipment, and pay the price as provided in the contract.

3. Bear any additional costs incurred because the vessel named by him shall have failed to arrive on the stipulated date or by the end of the period specified, or shall be unable to take the goods or shall close for cargo earlier than the stipulated date or the end of the period specified and all the risks of the goods from the date of expiration of the period stipulated, provided, however, that the goods shall have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

4. Should he fail to name the vessel in time or, if he shall have reserved to himself a period within which to take delivery of the goods and/or the right to choose the port of shipment, should he fail to give detailed instructions in time, bear any additional costs incurred because of such failure, and all the risks of the goods from the date of expiration of the period stipulated for delivery, provided, however, that the goods shall have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

5. Pay any costs and charges for obtaining a bill of lading if incurred under article A.9 above.

6. Pay all costs and charges incurred in obtaining the documents mentioned in articles A.8 and A.9 above, including the costs of certificates of origin and consular documents.