

# 52.247-34 F.o.b. Destination.

As prescribed in [47.303-6\(c\)](#), insert the following clause:

F.o.b. Destination (Jan 1991)

(a) The term "f.o.b. destination," as used in this clause, means-

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which *shipment* can be made) is located; and

(2) *Supplies shall* be delivered to the destination consignee's wharf (if destination is a port city and *supplies* are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government *shall* not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the *supplies* to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, *supplies shall* be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, *supplies shall* be delivered to truck tailgate at the unloading platform of the consignee, except when the *supplies* delivered meet the requirements of Item568 of the National Motor *Freight* Classification for "heavy or bulky *freight*." When *supplies* meeting the requirements of the referenced Item568 are delivered, unloading (including movement to the tailgate) *shall* be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or *freight* forwarded for less than carload *shipments*, the contractor *shall* ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor *shall*-

- (1)
  - (i) Pack and mark the *shipment* to comply with contract specifications; or
  - (ii) In the absence of specifications, prepare the *shipment* in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the *shipment* in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the *shipment* by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of clause)

**Parent topic:** [52.247 \[Reserved\]](#)