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52.247-40 Ex Dock, Pier, or Warehouse, Port of Importation.

As prescribed in [47.303-12\(c\)](#), insert the following clause in *solicitations* and contracts when the delivery term is ex dock, pier, or warehouse, port of importation:

Ex Dock, Pier, or Warehouse, Port of Importation (Apr 1984)

(a) The term "ex dock, pier, or warehouse, port of importation," as used in this clause, means free of expense to the Government delivered on the designated dock or pier or in the warehouse at the specified port of importation.

(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* for ocean transportation in conformance with carrier requirements to protect the goods;

(2)

(i) Deliver *shipment* in good order and condition; and

(ii) Pay and bear all charges up to the point of delivery specified in the contract, including transportation costs; export, import, or other fees or taxes; costs of wharfage and landing, if any; customs duties; and costs of certificates of origin, consular *invoices*, or other documents that *may* be required for exportation or importation; and

(3) Be responsible for any loss of and/or damage to the goods occurring before delivery of the *shipment* to the point of delivery specified in the contract.

(End of clause)

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