

CLAUSE I-53 – FOB DESTINATION (April 2004)

- (a) The term "f.o.b. destination," as used in this clause, means –
- (1) Free of expense to SURA, 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 Subcontractor. SURA 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 SURA 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 Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Subcontractor uses rail carrier or freight forwarded for less than carload shipments, the Subcontractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.
- (b) The Subcontractor shall –
- (1) Pack and mark the shipment to comply with subcontract specifications; or 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 subcontract;
 - (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 subcontract;
 - (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.
- (c) **The following additional provision applies only when subcontractor ships non domestic end products direct to Jefferson Lab where Jefferson Lab is the Importer of Record.** The shipping terms are INCOTERM DDU Jefferson Lab for Non Domestic End Products shipped direct to Jefferson Lab where Jefferson Lab is the Importer of Record. Subcontractor shall be responsible for inland shipping and insurance to destination Jefferson Lab. The supplies identified in the Schedule will be determined exempt from United States import duties therefore no amount is or will be included in the subcontract price for any Customs Duties or Customs Import Broker fees on supplies identified in the Schedule unless otherwise approved by the Subcontracting Officer. Subcontractor shall ensure shipping documentation clearly states INCOTERM DDU Jefferson Lab. The following delivery and packaging instructions apply:

Delivery and Packaging Instructions for Imported Supplies when Jefferson Lab is the Importer of Record

- (a) Supplies identified in the Schedule are purchased by Jefferson Lab for use at Jefferson Lab, Newport News Virginia (or at other Department of Energy (DOE) approved site) in the United States and will be determined exempt from United States import duties if they are non domestically manufactured and Jefferson Lab is the Importer of Record. The following provisions are included to insure no duty is improperly paid.
- (b) Except as otherwise approved by the Subcontracting Officer no amount is or will be included in the Purchase Order or Subcontract price for any Customs Duties or Customs Import Broker Fees on supplies identified in the Schedule. Any amount improperly included by Subcontractor shall be subject to setoff and/or recoupment.
- (c) SURA will request the DOE Contracting Officer execute any required duty-free certificates for items specified in this Purchase Order or Subcontract or otherwise approved by the Subcontracting Officer; and to assist the Subcontractor in obtaining duty-free entry of the supplies.
- (d) No later than three (3) working days before shipment of any non domestically manufactured supplies by air and ten (10) working days before shipments other than by air to Jefferson Lab, Subcontractor shall provide the following documents/information to the Import Broker and the JLab Subcontracting Officer and Property Administrator: (1)

bill of lading/airway bill, (2) pro forma invoice for items to be delivered to SURA/JLab, Newport News, USA or other designated DOE U. S site, indicating the quantity and value of item in U.S. Dollars, (3) itemized packing list, (4) name of carrier, (5) estimated delivery date and (6) U.S. port of entry. **Subcontractor note that SURA/JLab recommends using Norfolk, Virginia as the U.S. Port of Entry for deliveries to Jefferson Lab.**

- (e) No later than the day of first shipment of any non domestically manufactured supplies, Subcontractor shall provide a notice to the Import Broker confirming the name of carrier and estimated arrival date and, if available, the flight number or name of transporting vessel.
- (f) **Local Brokers familiar with Jefferson Lab are:**
 - (1) **Emery Worldwide, Norfolk, VA**
 - (2) **Eastport Customs Brokers, Inc., Newport News, VA**
- (g) Notices for the JLab Property Administrator shall be sent to: JLAB Property Administrator, 12000 Jefferson Avenue Newport News, VA 23606.
- (h) A copy of the notice provided in paragraph (g) above shall be provided to: the JLab Subcontracting Officer.
- (i) All shipping documents and packages shall bear the following information (THE IMPORT BROKER IDENTIFICATION MUST BE INCLUDED):
 - (1) U.S. Department of Energy Contract Number, which is DE-AC05 – 84ER40150
 - (2) SURA Purchase Order or Subcontract Number
 - (3) Identification of Carrier to include flight number or name of transporting vessel and estimated date of arrival.
 - (4) U.S. Port of Entry
 - (5) The notation “FOR SHIPMENT TO THE SOUTHEASTERN UNIVERSITIES RESEARCH ASSOCIATION for use at Jefferson Lab (or other designated U.S. DOE site) for the United States Department of Energy under Contract No. DE-AC05 – 84ER40150. Upon arrival of shipment, NOTIFY (INSERT THE IMPORT BROKER IDENTIFICATION) UPON ARRIVAL FOR CUSTOMS CLEARANCE. Upon arrival of shipment at the U.S. port of entry the U.S. Customs Office is requested to release the shipment under 19 CFR 142 and request the Jefferson Lab subcontracting officer and property administrator to furnish duty-free status documentation if required.”
 - (6) Shipping terms are Incoterm DDU Jefferson Lab. The Seller will bear all costs and risks required to bring the goods to the Destination country, up to and including the Buyers premises.