

warranty. A seller may not exclude or limit the operation of this section.

2-319. F. O. B. And F. A. S. terms.

(1) Unless otherwise agreed the term F. O. B. (which means "free on board") at a named place, even though used only in connection with the stated price, is a delivery term under which

(a) When the term is F. O. B. the place of shipment, the seller must at that place ship the goods in the manner provided in this [subtitle] TITLE (§ 2-504) and bear the expense and risk of putting them into the possession of the carrier; or

(b) When the term is F. O. B. the place of destination, the seller must at his own expense and risk transport the goods to that place and there tender delivery of them in the manner provided in this [subtitle] TITLE (§ 2-503);

(c) When under either (a) or (b) the term is also F. O. B. vessel, car or other vehicle, the seller must in addition at his own expense and risk load the goods on board. If the term is F. O. B. vessel the buyer must name the vessel and in an appropriate case the seller must comply with the provisions of this [subtitle] TITLE on the form of bill of lading (§ 2-323).

(2) Unless otherwise agreed the term F. A. S. vessel (which means "free alongside") at a named port, even though used only in connection with the stated price, is a delivery term under which the seller must

(a) At his own expense and risk deliver the goods alongside the vessel in the manner usual in that port or on a dock designated and provided by the buyer; and

(b) Obtain and tender a receipt for the goods in exchange for which the carrier is under a duty to issue a bill of lading.

(3) Unless otherwise agreed in any case falling within subsection (1) (a) or (c) or subsection (2) the buyer must seasonably give any needed instructions for making delivery, including when the term is F. A. S. or F. O. B. the loading berth of the vessel and in an appropriate case its name and sailing date. The seller may treat the failure of needed instructions as a failure of cooperation under this [subtitle] TITLE (§ 2-311). He may also at his option move the goods in any reasonable manner preparatory to delivery or shipment.