FAS
FREE ALONGSIDE SHIP
(…named port of shipment)
“Free Alongside Ship" means that the seller delivers when the goods are placed alongside the vessel at the named port of shipment. This means that the buyer has to bear all costs and risks of loss of or damage to the goods from that moment.
The FAS term requires the seller to clear the goods for export.
THIS IS A REVERSAL FROM PREVIOUS INCOTERMS VERSIONS WHICH REQUIRED THE BUYER TO ARRANGE FOR EXPORT CLEARANCE.
However, if the parties wish the buyer to clear the goods for export, this should be made clear by adding explicit wording to this effect in the contract of sale1.
This term can be used only for sea or inland waterway transport.
ＡTHE SELLER'S OBLIGATIONS
ＢTHE BUYER'S OBLIGATIONS
A1 Provision of goods in conformity with the contract
The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may he required by the contract.
B1 Payment of the price
The buyer must Pay the price as provided in the contract of sale.
A2 Licences, authorisations and formalities
The seller must obtain at his own risk and expense any export licence or other official authorisation and carry out, where applicable2, all customs formalities necessary for the export of the goods.
B2 Licences, authorisations and. formalities
The buyer must obtain at his own risk and expense any import licence or other official authorisation and carry out, where applicable3 , all customs formalities for the import of the goods and for their transit through any country.
A3 Contracts of carriage and insurance
a) Contract of carriage
NO obligation4.
b) Contract of insurance
No obligation5.
B3 Contracts of carriage and insurance
a) Contract of carriage
The buyer must contract at his own expense for the carriage of the goods
from the named port of shipment.
b) Contract of insurance
No obligation6.

A4 Delivery
The seller must place the goods alongside the vessel nominated by the buyer at the loading place named by the buyer at the named port of shipment on the date or within the agreed period and in the manner customary at the port.
b4 Taking delivery
The buyer must take delivery of the goods when they have been delivered m accordance with A4.
A5 Transfer of risks
The seller must, subject to the provisions of B5, bear all risks of loss of or damage to the goods until such time as they have been delivered in ac¬cordance with A4.
B5 Transfer of risks
The buyer must bear all risks of loss of or damage to the goods
from the time they have been delivered in accordance with A4; and
from the agreed date or the expiry date of the agreed period for delivery which arise because he fails to give notice in accordance with B7, or because the vessel nominated by him fails to arrive on time, or is able to take the goods, or closes for cargo earlier than the time notified in accordance with B7, provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.
A6 Division of costs
The seller must, subject to the provisions of B6, pay
• all costs relating to the goods until such time as they have been delivered in accordance with A4; and
• where applicable7,the costs of customs formalities as well as all duties, taxes, and other charges payable upon export.
B6 Division of costs
The buyer must pay
• all costs relating to the goods form the time they have been delivered in accordance with A4; and
• any additional costs incurred, either because the vessel nominated by him has failed to arrive on time, or is unable to take the goods, or closes for cargo earlier than the lime notified in accordance with B7, Or because the buyer has failed to give appropriate notice in accor¬dance with B7 provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods; and
• where applicable8, all duties, taxes and other charges as well as the costs of carrying out customs formalities payable upon import of the goods and for their transit through any country.
A7 Notice to the buyer
The seller must give the buyer sufficient notice that the goods have
delivered alongside the nominated vessel.
B7 Notice to the seller
The buyer must give the seller sufficient notice of the vessel name, load¬ing point and required delivery time.

A8 Proof of delivery, transport document or equivalent electronic message
The Seller must provide the buyer at the seller's expense with the proof of delivery of the goods in accordance with A4.
Unless the document referred to in the preceding paragraph is the transport document, the seller must render the buyer at the latter's request, risk and expense, every assistance in obtaining a transport document (for example a negotiable bill of lading, a non - negotiable sea waybill, an inland waterway document).
When the seller and the buyer have agreed to communicate electronically, the document referred to in the preceding paragraphs may he replaced by, an equivalent electronic data interchange (EDI) message.
B8 Proof of delivery, transport document or equivalent electronic message
The buyer must accept the proof of delivery in accordance with A8.
A9 Checking-packaging-marking
The seller must pay the costs of those checking operations ( such as checking quality, measuring, weighing, counting) which are necessary for the purpose of delivering the goods in accordance with A4.
The seller must provide at his own expense packaging (unless it is usual for the particular trade to ship the goods of the contract description packed) which is required for the transport of the goods, to the extent that the circumstances relating to the transport (for example modalities, destination) are made known to the seller before the contract of sale is concluded. Packaging is to be marked appropriately.
B9 Inspection of goods
The buyer must pay the costs of any pre - shipment inspection, except when such inspection is mandated by the authorities of the country of export.
A10 Other obligations
The seller must provide the buyer, at the latter’s request,risk and expense, every assistance in obtaining any documents or equivalent electronic messages(other than those mentioned in A8)issued or transmitted in the country of shipment and/or of origin which the buyer may require for the import of the goods and,where necessary, for their transit through any country.
B10 Other obligations
The buyer must pay all costs and charges incurred in obtaining the documents or equivalent electronic messages mentioned in A10 and reimburse those incurred by the seller in rendering his assistance in accordance therewith