

TERMS AND CONDITIONS OF PAYMENT

1. DEFINITIONS.

- (a) "Company" shall mean OCEANAIR, Inc. as well as its respective subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;

2. PROMISE TO PAY.

- (a) Customer, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of the Company for its services. The Company's charges may be reversed to the responsible parties if a shipment is refused or payment is not made by the original bill-to party. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers, and others in connection with the shipment.
- (b) On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges.
- (c) Customer understands that its obligations to pay freight or other charges is governed by tariffs and that statutory compliance extends to it. If the services of a broker, forwarding agent or others (Collectively the "Agents") are utilized in connection with the payment of freight or other charges to any Agent, Customer agrees that such Agents act as Shipper's or Consignee's Agents for such purpose and not as Agents to the Company. Customer shall be absolutely and unconditionally responsible for payment to Company for all freight and other charges whether or not funds for payment of such freight and other charges have been advanced by Customer to Agents. If Customer provides funds to an Agent to pay freight or other charges due to Company, it does so at its own risk, and in the event such Agent converts such funds to its own use or for any other reason fails to pay them to Company, Customer shall remain absolutely and unconditionally liable to the Company for the payment of such freight and other charges. In no event shall any demand by the Company upon such Agent for payment constitute waiver or estoppel of Company's right to enforce Customer's undertaking herein.
- (d) Our terms apply to freight payment companies. Please insure that they are aware and comply with Company's Invoice Payment Terms and Conditions.

3. TERMS OF SERVICE

Company services are subject to terms and conditions for the applicable service offered [ocean freight, airfreight, ground transport, or additional lines of service]. Company's terms and conditions can be found online at <https://oceanair.net/resources/documents/>.

4. INSURANCE.

Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

5. INVOICES.

- (a) Invoices will identify the payment due, the date payment is due (due Date), and any other specific payment requirements. The invoice may also reflect, among other things, credit advances, interest charges, other fees and charges, payments made, and other credits.
- (b) Reproduction of invoices may result in a \$5 fee per invoice.

6. PAYMENT DUE DATE.

- (a) Invoice payments are due within 30 days from date of shipment for all freight charges, Customs duties, taxes and fees. All freight-related payments are due within 30 days from date of invoice.
- (b) All accounts are to be settled in full (without reduction, deferment, or set-off) on or before the payment due date indicated on the invoice statement for any billing cycle in which there is an outstanding balance on the account. Payment shall be made to: OCEANAIR, Inc., Attention: AR Department, 186A Lee Burbank Highway, Revere, MA 02151.
- (c) Company recommends Customer register for ACH debit program provided by the U.S. Department of Homeland Security. DHS's application can be found at: <https://www.cbp.gov/sites/default/files/assets/documents/2018-Nov/CBP%20Form%20400.pdf>.

7. PAYMENT IN ADVANCE.

All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

8. CURRENCY.

Payment to be received will be in the same currency that Customer is invoiced. If payment is received in a currency other than the currency invoiced, all associated charges and fees, including differences or fluctuations in exchange rate, will be calculated in accordance with Company's policies and applied to Customer's account. Acceptance of payment in a currency other than invoiced does not constitute waiver of this requirement.

9. DISPUTES/INVOICING ERRORS.

All disputes must be submitted to the Company in writing within 60 days following the date of billing. Any billing not challenged by the Customer within 60 days will be deemed accepted by Customer, and it is agreed the billing shall not be subject to dispute by Customer.

10. DEFAULT / LATE PAYMENT PENALTIES.

If any invoiced amount is not received by the Company by the payment due date listed on the billing invoice, all charges on the account will be deemed past due. Customer agrees to be held accountable for the payment of any and all penalties or late fees that may result from Customer's untimely payment or performance, and/or failure to abide by the conditions of the invoice or credit agreement. Without limiting the Company's rights, the following may be applicable:

- (a) The charges may accrue late interest at 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower;
- (b) The Company may suspend any and all services to Customer until such amount is paid in full.

11. FAILED OR RETURNED TRANSACTIONS.

If the Company is unable to complete the transaction for any reason associated with Customer's payment account (i.e., there are insufficient funds in the payment account to cover the transaction), Customer agrees:

- (a) to reimburse upon demand the transaction amount
- (b) to reimburse the Company for any fees imposed by Customer's financial institution as a result of the incomplete transaction
- (c) to reimburse the Company for any fees it incurs in attempting to collect the amount of the return; and
- (d) that the Company is authorized to report the facts to any credit reporting agency.

12. COLLECTION EXPENSES AND ATTORNEY'S FEES.

In the event third party action is required to collect an outstanding amount or any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees, court costs, and other legal expenses as well as interest at 18% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by the Company.

13. GENERAL LIEN AND RIGHT TO SELL CUSTOMER'S PROPERTY.

- (a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;
- (b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
- (c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

14. AMENDMENTS.

These terms and conditions of payment may only be modified, altered, or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter, or amend same shall be null and void.

15. CHANGE OF OWNERSHIP / PARTICULARS.

- (a) Customer shall notify the Company of any change of postal or email address, and, failing such notification, any notice to Customer is effectively sent if sent by post or email to Customer's last known address.
- (b) The Customer shall notify the Company no later than 15 days after any change of ownership. An updated credit application will be required to reaffirm the established terms.
- (c) Customer shall notify Company immediately of any material changes to its financial or credit position that could prejudice Company's rights as creditor under this Agreement.

16. SEVERABILITY.

In the event any Paragraph(s) and/or portions(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

17. GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE.

These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of Massachusetts, without giving consideration to principles of conflict of law. All disputes arising hereunder shall be resolved in the state of Massachusetts, city of Boston, and at no other place. Customer and Company:

- (a) irrevocably consent to the jurisdiction of the United States District Court for the District of Massachusetts and the state courts of Massachusetts;
- (b) agree that any action relating to the services performed by Company shall only be brought in said courts;
- (c) consent to the exercise of *in personam* jurisdiction by said courts over it; and
- (d) further agree that any action to enforce a judgement may be instituted in any jurisdiction.

18. COMPLIANCE WITH LAW.

Vendor agrees to comply with the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any local or foreign equivalent, including the laws of the United States of America) and the UK Bribery Act 2010.

19. ENTIRE AGREEMENT.

This Agreement, including any attachments, contain the full and complete understanding between the parties and supersedes all prior and contemporaneous discussions and agreement, whether oral or written, between the parties pertaining to the subject matter hereof. In the event of any inconsistency between the provisions of this Agreement and the provisions of any exhibit hereto, the provisions contained in this Agreement will govern.