GOVERNING TERMS & CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer." In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. Definitions
   (a) "Customer" shall mean OCEANAIR, Inc., its subsidiaries, related companies, agents and/or representatives.
   (b) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, bailees, depositors, shippers of goods, 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 and/or representatives.
   (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form.
   (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating common carrier (NVOC)".
   (e) "Third parties" shall include, but not be limited to, the following: carriers, truckmen, carmen, lightermen, forwarders, OTI's, agents or representatives of others to which the goods are entrusted for transportation, carriage, handling and/or delivery and/or storage or otherwise.

2. Company as Agent
   The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, including, but not limited to the preparation and submission of entries, documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services, both domestically and internationally, or other logistics services in any capacity other than as a carrier.

3. Limitation of Actions
   (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss or damage to any goods while in the possession of the Company; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
   (b) Claims against Company must be filed and properly served on Company as follows:
      (i) For claims arising out of ocean transportation, within (1) year from the date of the loss;
      (ii) For claims arising out of domestic motor carrier transportation, within (1) year from the date of the loss;
      (iii) For claims arising other than ocean and domestic transportation, within (1) year from the date of the loss;
      (iv) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s);
      (v) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

4. No Liability for The Selection or Services of Third Parties and/or Routes.
   Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, the Company shall not be responsible for the selection of any carrier, forwarder, stevedore, agent or representative, or for the selection or procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services or does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such Carrier, Forwarder, stevedore, agent or representative. Should the party or parties rendering such services fail to properly deliver the goods, Customer will hold Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Company's failure to render or cause to be rendered, incorrect, incomplete or false statements.

5. Quotas Not Binding. Qualification of orders of duty; freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

6. Reliance on Information Furnished.
   (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on behalf of the Company.
   (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation, delivery orders and/or other required data, the Company relies on the correctness of all documentation, with no representation or warranty made by the Company thereof.
   (c) The Company shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to render or cause to be rendered, incorrect, incomplete or false statement(s), or omissions thereof, to the Company; and, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

7. Quotas Not Binding.
   Quotations not binding on the Company to render the services of duty; freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

8. Insurance.
   Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to provide insurance in any capacity other than as a carrier; in all cases, Company shall pay all premiums and costs in connection with procuring requested insurance.

   (a) The Company makes no express or implied warranties in connection with its services; (b) Customer may obtain insurance coverage for cargo loss or damage, up to the actual or declared value of the goods, if such coverage is specifically accepted by the Company in writing;
   (c) Customer shall be responsible for determining any liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers' merchandise and/or documentation, whether or not such liability, fines, penalties and/or attorneys' fees are incurred or recoverable in any manner, whether by the Company, Carriers, Forwarders, stevedores, brokers, agents or otherwise, including, but not limited to, errors, omissions, inaccuracy or negligence in the export, or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless from any and all claims, damages, losses, fines, penalties, and/or expenses, including, but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit, action or proceeding has been made or instituted by or on behalf of the Company, it shall give notice to writing in the Customer by mail or by airmail, to its address on file with the Company.

10. C.O.D. or Cash Collect Shipments.
   The Company shall use reasonable care using written instructions relating to Cash/Collect on Deliver (O.R.) or any comparable instruction, i.e., Cash/Collect, COD, bank draft, cashier's check, letter(s) of credit and other similar payment devices and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

11. Forfeiture of Discounts and Costs of Collection.
   All discounts offered, as indicated on the invoice faces, are forfeited should Customer fail to comply in all respects with payment terms. In any dispute involving monies owed to Company, the Company shall be entitled to all costs and expenses incurred, including, but not limited to, the compensation of Company and/or the exercise of such lien.

12. Transmission of Records and Data.
   All data, files, or information collected, gathered, filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

13. Preparation and Issuance of Bills of Lading.
   Where Company prepares and/or supplies the Customer with an and Forwarding, Local Manifest, etc., the Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc., unless specifically requested to do so in writing by Customer or its representative.

14. No Modification or Amendment Unless Written.
   These terms and conditions of service may only be modified, altered or amended in writing signed by both Company and Customer.

15. Force Majeure.
   Force Majeure shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of the Company, including, but not limited to: (i) acts of God, including flood, earthquake, flood, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or occurrences to mean of transportation; (iv) acts of God; (v) delay or failure to advise the Company or any carrier or forwarder of routes or sizes; (vi) failure, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, including, but not limited to, any governmental agency on which the Company is already under a lien or the right to lien; (viii) Electricity, or any similar or comparable power interruptions; (ix) strikes, lockouts or other labor conflicts. In such event, Company reserves the right to amend any tariff or negotiated freight or logistics rates, on one day's notice, and in any event, to modify, extend or otherwise waive or otherwise modify or otherwise restrict or otherwise modify or otherwise negate the provisions of any other provision herein.

22. Severability.
   In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid or unenforceable, then in such event the remainder hereof shall remain in Full effect and in full force and effect. Company's decision to waive any breach of any provision or condition or to delay in exercising any right hereunder shall not be deemed to be a further or continuing waiver of such provision or otherwise to waive or otherwise invalidate any other provision herein.

25. Governing Law; Consent to Jurisdiction and Venue.
   These Terms and Conditions of Service and all disputes arising out of or related to the parties shall be governed by, construed and enforced in accordance with the laws of the State of Massachusetts without giving consideration to principles of conflict of law. Customer and/or Company;
   (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Massachusetts;
   (b) agree that any action relating to the services performed by Company, shall only be brought in said district and state 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 judgment may be instituted in any jurisdiction.

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