

TERMS AND CONDITIONS

**1 | PARTIES**

CUSTOMER is a shipper and/or Consignee of certain goods it desires to have transported. Seafriigo Logistics USA Inc. is a BROKER operating under MCF 936320. BROKER is not acting, and does not act, as either a motor carrier or a common carrier within the meaning of USC Title 49.

CUSTOMER and its agents expressly agree that they will not under any circumstances attempt to hold BROKER liable in the capacity of a motor carrier.

CUSTOMER or third party's insertion of BROKER as the carrier of record in any bill of lading, delivery order or other document shall not alter or affect BROKER's status as a freight broker. The carrier(s) actually transporting the freight at issue shall be solely responsible in the capacity of a motor carrier. The term "Carrier" shall refer solely to the motor carrier providing the actual transport.

**2 | GENERAL**

The terms and conditions contained herein ("Terms") are applicable to the services performed by BROKER undertaken on the CUSTOMER's behalf. These Terms supersede all previous conditions of transportation and other prior statements concerning the rates and conditions of BROKER's services. In the event of any discrepancy or conflict between these Terms and Conditions and those of any customer or Shipper, these Terms and Conditions shall control, unless changes have been made by obtaining prior written approval in advance by an officer of Seafriigo Logistics USA Inc. In the event that BROKER and the CUSTOMER have entered into a signed, written contract containing terms and conditions different than those set forth in these Terms, the signed, written contract will control to the extent that such terms conflict with these Terms. BROKER reserves the right from time to time to modify, amend or supplement these Terms without notice. Copies of BROKER's most recent Terms may be obtained by contacting BROKER. These Terms apply to BROKER, not the Carrier actually providing the transportation services.

**3 |** Our payment terms are NET 15 days from ship date.

**4 |** Customer affirms that it is solvent, is not currently a party to any bankruptcy proceedings, is not being dissolved or otherwise liquidating its assets and can satisfy all financial obligations to Seafriigo Logistics USA, Inc. Customer confirms that there are no open judgements, suits, or liens against Customer.

**5 |** Finance charge of 1.5% per month (18% per annum) added to accounts 15 days or more past due.

**6 |** If Seafriigo Logistics USA, Inc. utilizes the services of a collection agency or attorney to collect any amounts due, Customer agrees to pay all associated collection costs, attorney fees, and court costs.

**7 |** Customer will promptly notify Seafriigo Logistics USA, Inc. of any change in ownership or financial distress.

**8 | BILL OF LADING**

Each shipment tendered by CUSTOMER shall be evidenced by and subject to the terms, conditions and provisions of a bill of lading or other proof of delivery receipt. In the event of a conflict between the terms, conditions, and provisions of such bill of lading or receipt and these Terms, the terms, conditions, and provisions of these Terms shall govern.

**9 | SERVICE**

BROKER will arrange for transportation of CUSTOMER's freight pursuant to these Terms. The relationship between BROKER and CUSTOMER is that of one independent contractor with another, and nothing herein is intended to create a joint venture, partnership, agency, or any employment relationship. BROKER's responsibility shall be limited to arranging for, but not actually performing, transportation of CUSTOMER's freight. BROKER does not exercise or retain any control or supervision over any carrier, its operations, employees, or contractors. BROKER reserves the right, in its sole discretion, to refuse any shipment at any time.

**10 | RATES & FEES**

Quotes are based on information provided by the CUSTOMER. Unless indicated, the price excludes charges for detention time, per diem and additional stops. The quoted rate depends on the weight, dimension and released value of the property described. Any changes to the actual released value, dimension, description or weight of the load may result in revisions to the quoted price. Unless otherwise indicated by CUSTOMER in writing and an officer of the BROKER, BROKER's rates are based on a limited released value of \$0.50 per pound.

**11 | PAYMENTS**

BROKER will invoice CUSTOMER for its services in accordance with the rates, charges and provisions negotiated and agreed to between the PARTIES. CUSTOMER agrees to pay BROKER's invoice within 15 days of the invoice date without deduction or setoff. As a convenience to Shipper, all invoices are processed by Broker's affiliated entity and such administrative support in issuing invoices shall not alter Broker's role in connection with a particular shipment, as the act of invoicing is a purely administrative function performed independent of arranging for transportation services. In the event of a loss, Shipper's claim and any remedies shall be directed to, and the sole responsibility of, the actual Carrier performing transportation services for the particular shipment at issue, to the extent of any claim for loss, damage or delay.

**12 | LIABILITY FOR LOSS, DAMAGE OR DELAY**

Broker will assist with processing of claims on behalf of its customers. However, broker is not liable for delay to cargo or loss or damage to cargo, unless the loss or damage is caused by the sole negligence of broker, which coverage is maximum \$0.50/lb per shipment. In no event shall broker be liable for any special, incidental or consequential damages, including damages relating to loss of profits or income, whether or not such damages were reasonably foreseeable.

**13 | LIABILITY FOR MISSHIPMENT**

If shipment is sent to the wrong location due to negligence of Seafriigo Logistics Seafriigo shall pay reasonable transportation charge incurred to return the misshipped goods to the warehouse or on shipping to its intended destination. (b) if the shipment was sent to wrong location due to negligence on behalf of the shipper, clause is not enforceable.

**14 | FORCE MAJEURE**

BROKER shall not be liable for failure to perform any of its obligations under these Terms during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, act of terrorism, act of bio-terrorism or the intervention of any government authority, or any other cause outside of the reasonable control of BROKER.

**15 | DISCLAIMER OF WARRANTIES**

Except as expressly provided in these Terms, BROKER makes no warranties, express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose, with regard to shipments, warehoused goods, items in transit or deliveries or with regard to the information provided on the website or services related to transactions conducted on the website. BROKER cannot guarantee delivery by any specific time or date.

**16 | BROKER'S AFFILIATES**

In the event one of BROKER's affiliates, Seafriigo Transport USA Inc., actually transports a load, any rights, duties and obligations of such affiliate shall be subject to their terms and conditions, available upon request to Seafriigo Logistics USA Inc.

**17 | NOTICE OF CLAIM**

Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith. As a condition precedent to recovery: i) Shipper shall notify Seafriigo Logistics USA Inc. of all actual or potential trouble within eight (8) business hours of delivery and file a formal claim, including but not limited to, a timely USDA Federal Inspection or Canadian Food Agency Inspection, as applicable, in writing to Seafriigo Logistics USA Inc. within ten (10) days from the date of delivery for all agricultural and/or other perishable commodities; and ii) for non-perishable commodities, Seafriigo Logistics USA Inc. shall be notified of all actual or potential cargo damage(s) in writing within ten (10) days of delivery (or the date it was supposed to be delivered in the case of loss) and file a formal claim, including all supporting documentation, in writing to Seafriigo Logistics USA Inc. within thirty (30) days from the date of delivery (or the date it was supposed to be delivered in the case of loss). Failure to timely notify Seafriigo Logistics USA Inc. of a claim or to timely file a formal claim will act as a bar to any claim or lawsuit and release Seafriigo Logistics USA Inc. from all liability whatsoever. All claims will be processed by BROKER in accordance with 49 CFR Part 370 (claim regulations). All of the original shipping cartons, pallets, packing, and contents must be made available for Seafriigo Logistics USA Inc.'s and/or federal inspectors and retained until the claim is concluded, as applicable. On all agricultural and/or other perishable commodities, origin and destination timely USDA inspections or other equivalent government federal inspections, as reasonably approved by Seafriigo Logistics USA Inc., must be performed and provided to Seafriigo Logistics USA Inc. Seafriigo Logistics USA Inc. is not obligated to act on any claim until all transportation charges have been received and paid. No Cover is allowed

**18 | CUSTOMER RESPONSIBILITIES**

CUSTOMER must properly mark, pack and label cargo so it will safely endure ordinary handling in transit. By tendering a shipment to the Carrier(s), Customer certifies that the shipment is sufficiently packaged to withstand the normal rigors of truck transportation. CUSTOMER shall be responsible to BROKER for timely and accurate delivery instructions and description of the cargo, including any high value, special value, special handling or security requirements, for any shipment. Any article susceptible to damage by ordinary handling must be adequately protected and packaged and marked in such a way as to alert the Carrier(s) of the possibility of damage from ordinary handling and must bear appropriate labels. CUSTOMER shall provide the Carrier(s) with access to the facilities necessary to load or unload the tendered shipments. CUSTOMER is solely responsible for maintaining the loading and unloading facilities in a good and safe condition, and in compliance with all applicable laws, codes and regulations. CUSTOMER HEREBY WAIVES AND RELEASES BROKER FROM ANY LIABILITY FOR ANY LOSS OR DAMAGE TO CUSTOMER'S FACILITIES OR TO CUSTOMER'S PERSONAL PROPERTY LOCATED ON SUCH FACILITIES.

**19 | SHIPMENTS NOT ACCEPTED**

BROKER will not accept shipments for transportation of the following nature: 1) Explosives; 2) Shipments requiring "protective security service" or "armed guard surveillance service"; 3) Human remains; 4) Precious metals, bullion or currency; 5) Original works of arts, collections, antiques or precious stones; 6) Any hazardous substances; 7) Garbage, Refuse, Waste, Trash, Pre-Recycled Materials.

**20 | HAZARDOUS MATERIALS**

CUSTOMER shall not tender any hazardous material to BROKER or any CARRIER provided by BROKER.

**21 | SURETY BOND**

BROKER shall maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration and furnish CUSTOMER with proof upon request.

**22 | DEFAULT**

Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either Party materially fails to perform its duties under these Terms, the party claiming default may terminate its duties upon written notice to the other Party. CUSTOMER shall be responsible to pay BROKER for any services performed prior to the termination of duties and for shipments not yet completed and/or not yet invoiced to CUSTOMER.

**23 | ATTORNEY FEES**

In the event of any litigation necessary to enforce these Terms, or collect for the services provided under these Terms, BROKER shall be entitled to recover all reasonable costs incurred including court costs, attorney fees, and all other related expenses incurred in such litigation.

**24 | SEVERABILITY**

If any provisions of these terms are deemed invalid for any reason whatsoever, these Terms shall be void only as to such provision, and these Terms shall remain otherwise binding between the parties. Any provision voided by operation of the foregoing shall be replaced with provisions which shall be as close as the parties' original intent as permitted under applicable law.

**25 | NON-WAIVER**

The failure or refusal of either party to insist upon the strict performance of any provision of these Terms, or to exercise any right in any one or more instances or circumstances shall not be construed as a waiver or relinquishment of such provision or right, nor shall such failure or refusal be deemed a customary practice contrary to such provision or right.

**26 | LAWS GOVERNING AND VENUE**

All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with, the laws of the State of New Jersey, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Any lawsuit to enforce the terms of this Agreement or to seek any damages for alleged breach of this Agreement shall be brought in the state courts of New Jersey, Union County, or the United States District Court for the District of New Jersey, Newark Vicinage.