

TERMS AND 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) Seariders shall mean Seariders Brokerage Corporation, hereinafter as Seariders, its subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Seariders 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;
- (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 carrier";
- (e) "Third parties" shall include, but not to be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen, and others to which the goods are entrusted for transportation, cartage, handling and/ or delivery and/or storage or otherwise".

2. Company as agent. Seariders acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export documentation on behalf of the Customer and other dealings with Government Agencies: as to all other services, Seariders acts as an independent contractor.

3. Limitation of Actions.

(a) Unless subject to a specific statute or international convention, all claims against Seariders for a potential or actual loss, must be made in writing and received by Seariders, within ninety (90) days of the event giving rise to claim: the failure to give Seariders timely notice shall be a complete defense to any suit or action commenced by Customer.

(b) All suits against Seariders must be filed and properly served on Company as follows:

(i) For claims arising out of ocean transportation, within one (1) year from the date of the loss:

(ii) For claims arising out of air transportation, within (2) years from the date of the loss:

(iii) For claims arising out of preparation and/or submission of an import entry (s), within seventy five (75) days from the date of liquidation of the entry(s);

(iv) 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, Seariders shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of shipments; advised by Seariders that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that Seariders warrants or represents that such person or firm will render such services nor does Seariders assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, Seariders shall reasonably cooperate with the Customer, which will be liable for any charges or cost incurred by Seariders.

5. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Seariders to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon Seariders unless Seariders 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 Seariders 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 the Customs Service, other Government Agency and/or third parties, and will immediately advise Seariders of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf;

(b) In preparing and submitting customs entries, export, declarations, applications, documentation and/or export data to the United States and/or a third party, Seariders relies on the correctness of all such information furnished by Customer; Customer shall use reasonable care to insure the correctness of all such information and shall indemnify and hold Seariders harmless from any and all claims asserted and/or liability or losses suffered by the reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which Seariders reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export, or enter the goods.

7. Declaring Higher Values To Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; Seariders will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Seariders discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

8. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Seariders is under no obligation to produce insurance on Customer's behalf; in all cases, Customer shall pay all premiums and cost in connection with procuring requested insurance.

9. Disclaimers; Limitation of Liability.

(a) Except as specifically set forth herein, Seariders makes no express or implied warranties in connection with services;

(b) Subject to (c) below, Customer agrees that in connection with any and all services performed by Seariders shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and Seariders shall in no event be liable for the acts of third parties;

(c) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make such payment therefore, which request must be confirmed in writing by Seariders prior to rendering for the covered transaction(s).

(d) In the absence of additional coverage under (b) above, Seariders liability shall be limited to the following:

(i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or

(ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Seariders for the entry, whichever is less;

(e) In no event shall Seariders be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

10. Advance Money. All charges must be paid by Customer in advance unless Seariders 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 Seariders.

11. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Seariders harmless from any claims and/or liability arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold Seariders harmless against any and all liability, loss, damage, claims and/or expenses, including but not limited to reasonable attorney's fees, which Seariders may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against Seariders, it shall give notice in writing to the Customer by mail at its address on file with Seariders.

12. C.O.D. or Cash Collect Shipments. Seariders shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter (s) of credit and other similar payment documents and/or instructions regarding collections of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

13. Costs of Collection. In any dispute involving monies owed to Seariders, Seariders shall be entitled to all costs of collection, including reasonable attorney's fees and interest at %15 per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Seariders.

14. General Lien and Right To Sell Customer's Property.

(a) Seariders shall have a general and continuing lien on any and all property of Customer coming into Searider's actual or constructive possession or control for monies owed to Seariders with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;

(b) Seariders 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 parties having an interest in its shipment(s) of Seariders 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 is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Seariders, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Seariders 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.

15. No Duty To Maintain Records For Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC 1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or Laws and Regulations of the United States; unless otherwise agrees to in writing, Seariders shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

16. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agree to by Seariders in writing, Seariders shall be under no obligation to undertake any pre or post Customs release action, including, but not limited to, obligating binding rulings, advising of liquidations, filing of petition(s) and/or protest, etc.

17. Preparation and Issuance of Bills of Lading. Where Seariders prepares and/or issues a bill of lading, Seariders 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 agent and Customer agrees to pay for the same, Seariders shall rely upon and use the cargo weight supplied by Customer.

18. No Modification or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Seariders; any attempt to unilaterally modify, alter or amend same shall be null and void.

19. Compensation of Seariders. The compensation of Seariders for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by Seariders to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by Seariders from carriers, insurers and others in connection with shipment(s). On ocean exports, upon request, Seariders shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due Seariders, upon recovery by Seariders, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

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

21. 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 Florida without giving consideration to principals of conflict of law.

Customer and Seariders

(a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Florida;

(b) agree that any action relating to the services performed by Seariders, shall only be brought in said courts;

(c) consent to the exercise of in-personal jurisdiction by said courts over it, and

(d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

Approved by the National Customs Brokers and Forwarders Association of America (Revised 01/00)