

## **PAYMENT TERMS & AGREEMENT**

- 1) All services rendered & billed by OceanAir Logistics are to be paid in full immediately upon presentation of the invoice.
- 2) Shipments may be automatically insured and premium billed, unless otherwise indicated. In such cases, the insurance premium must be paid, along with the other freight-related charges. Any insurance claims, damages or loss of freight does not warrant deductions or non-payment of OceanAir Logistics invoices.
- 3) Amounts outstanding after fifteen (15) days will be considered overdue and bear interest at an annual rate of 15%, compounded at 1.25% per month or any fraction thereof of the outstanding amount. Additionally, Late Payment Fee of 3% (Minimum USD \$150.00) of the total invoice or past due amount will apply, per outstanding invoice.
- 4) Any shipments may be placed on hold by OceanAir Logistics, its carriers or agents, based on past due invoice amounts or unpaid invoices on current or past invoices and/or shipments.
- 5) All invoices in excess of approved credit limit will require advance payment.
- 6) Refunds are not available. Any credits will be applied to outstanding or future invoices.
- 7) In the event of a collection and/or an overdue invoice, you hereby agree to be additionally responsible for any legal fees, including Court cost & attorney's fees.
- 8) If you are the importer of record, payment to the broker will not relieve you of liability for U.S. Customs charges (duties, taxes and/or other debts owed to U.S. Customs) in the event of the charges are not paid by the broker, therefore, if you pay by check, U.S. Customs charges may be paid with a separate check payable to *U.S. Customs & Boarder Protection* which shall be delivered to U.S. Customs by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.
- 9) Shipments that arrive at a destination airport, port, warehouse or terminal, which are detained by Customs, other agencies, company and/or warehouse, which are abandoned and/or not picked-up within the required time period will incur demurrage/storage charges and will be billed and full payment due upon invoice presentation. After 30 days, the shipment may be returned to origin and the returned freight will also be billed and due upon invoice presentation.

| Initials: |  |
|-----------|--|
| miniais:  |  |

1800 NW 133<sup>rd</sup> Avenue - Suite #900 Miami, FL 33182

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- 10) Origin and/or destination demurrage and/or storage charges is the responsibility of the client, shipper or consignee and must be paid, prior to freight release or delivery.
- 11) One (1) free hour is provided for loading and unloading on full-container loads, full-trailer loads or full trucks loads. One (1) free hour is provided for loading or unloading on loose cargo, less than container loads, less-than trailer loads or less-than truck loads. Additional time than the above provided for loading or unloading will be billed accordingly.
- 12) If payment of our invoice and/or charges are being paid with credit card, chargeback to the credit card company is not acceptable.
- 13) Air freight shipments from UNKOWN SHIPPERS will be transported on passenger aircraft.
- 14) SHIPPERS authorize consent to screen all cargo tendered for airfreight shipments.
- 15) Door-to-Door service may be provided even if not quoted, unless instructed otherwise.
- 16) Customs export and/or import duties will be additional, even if not quoted.

## **Conditions:**

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED.

Failure to comply with the above payment terms will be considered a breach of this agreement.

## WE HEREBY AGREE TO THE PAYMENT TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT.

| Name of Company:               |            |  |
|--------------------------------|------------|--|
| Address:                       |            |  |
| City/State/Country:            |            |  |
| Signature:                     | Title:     |  |
| Print Name:                    | Date:      |  |
| IRS No. / Social Security No.: |            |  |
| Witness Name (Print):          | Signature: |  |

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